

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION

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IDAHO PUBLIC
UTILITIES COMMISSION

In the Matter of)

Application of Boomerang Wireless, LLC d/b/a)
enTouch Wireless for Designation as an Eligible)
Telecommunications Carrier in the)
State of Idaho for the Limited)
Purpose of Offering Wireless Lifeline)
Service to Qualified Households)
(Low Income Only))

Case No. BWL-T-16-01

**APPLICATION OF BOOMERANG WIRELESS, LLC D/B/A ENTOUCH WIRELESS
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN
THE STATE OF IDAHO FOR THE LIMITED PURPOSE OF OFFERING WIRELESS
LIFELINE SERVICE TO QUALIFIED HOUSEHOLDS**

Boomerang Wireless, LLC d/b/a enTouch Wireless ("enTouch Wireless" or the "Company"), by and through its undersigned counsel, and pursuant to the Federal Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 214(e)(2), implementing rules of the Federal Communications Commission ("FCC") and the Idaho Public Utilities Commission's ("the Commission's") requirements set forth in the Appendix to Commission Order No. 29841 in Case No. WST-T-05-1 ("Order No. 29841") hereby requests that the Commission designate enTouch Wireless as an Eligible Telecommunications Carrier ("ETC") throughout the State of Idaho (the "Service Area") for the purpose of receiving federal low-income universal service support for prepaid wireless services, specifically Lifeline and tribal Lifeline. enTouch Wireless does not at this time seek ETC designation (1) for the purpose of receiving federal universal service support for providing service to high-cost areas or (2) on a

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wireline basis.¹ A list of each exchange for which enTouch Wireless is requesting ETC status in the State of Idaho along with a map is attached and incorporated herein as **Exhibit A**, which includes certain tribal areas in Idaho. enTouch Wireless respectfully requests that the Commission grant this Application and that it do so expeditiously so that enTouch Wireless may begin providing wireless Lifeline service to qualified low-income households at the earliest practicable time. In further support of its Application, enTouch Wireless states as follows:

INFORMATION REGARDING THE APPLICANT

1. Boomerang Wireless, LLC is an Iowa limited liability company with its principal offices located at 955 Kacena Road, Suite A, Hiawatha, Iowa 52233. The Company's Articles of Incorporation and authorization to transact business in Idaho are attached and incorporated herein as **Exhibit B**.

2. As of the date of this Application, the Company has been designated as a wireless ETC in twenty-four states: Arizona, Arkansas, California, Colorado, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, Texas, Washington, West Virginia, and Wisconsin. Of these states, the Company currently serves Native American populations residing on tribal lands in the states of Arizona, Iowa, Kansas, Michigan, Mississippi, Minnesota, North Dakota, Oklahoma, Washington, and Wisconsin. In addition, the Company has applications pending in seventeen jurisdictions for designation as an ETC on a wireless basis for federal

¹ enTouch Wireless seeks only Lifeline support from the low-income mechanism of the federal Universal Service Fund ("USF") and is not seeking support from the high-cost support mechanism. ETC certification requirements related to the high-cost program are therefore not applicable to enTouch Wireless' application.

support for Lifeline services.² enTouch Wireless has never been denied ETC designation by any state commission or by the FCC in connection with any state.

3. Correspondence or communications pertaining to this Application should be directed to enTouch Wireless' attorneys of record:

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4. Questions concerning the ongoing operations of enTouch Wireless following certification should be directed to:

Ms. Kimberley Lehrman,
President & Chief Marketing Officer
Boomerang Wireless, LLC

² Boomerang has ETC applications currently pending before the state commissions in Hawaii, Massachusetts, New Jersey, New Mexico, Pennsylvania, and South Dakota. In addition, Boomerang has a pending petition before the FCC for granting ETC designations in Alabama, Connecticut, Delaware, The District of Columbia, Florida, Maine, New Hampshire, New York, North Carolina, Tennessee, and Virginia, WC Docket No. 09-197 (filed Dec. 29, 2010).

955 Kacena Road, Suite A
Hiawatha, Iowa 52233
Telephone: (319) 573-1678
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BACKGROUND

5. As a result of the work and cooperation of federal and state regulators, the FCC has adopted a number of cost recovery policies and mechanisms designed to promote and maintain universal service. One key component of universal service is the availability of subsidies from the federal Universal Service Fund ("USF"), created by the Act. The USF was created, in part, to provide support to qualifying low-income communications end-users such as those serviced by enTouch Wireless. Mechanisms were also established to moderate the amount of costs to be recovered through basic, recurring charges to low-income users, thereby assisting efforts to maintain reasonable basic rate levels. Only a "common carrier" receiving designation as an ETC under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are common carriers under federal law.³ Common carriers that provide services consistent with the requirements of Section 214(e) may be deemed ETCs.⁴ Section 214(e)(2) of the Act⁵ provides that:

A State commission shall upon its own motion or upon request designate a common carrier that meets the requirements of paragraph (1) as an eligible telecommunications carrier for a service area designated by the State commission. Upon request and consistent with the public interest, convenience, and necessity, the State commission may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one

³ 47 U.S.C. § 332(c)(1).

⁴ 47 U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission jurisdiction shall be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1) consistent with applicable federal and state law.

⁵ 47 U.S.C. § 214(e)(2).

common carrier as an eligible telecommunications carrier for a service area designated by the State commission, so long as each additional requesting carrier meets the requirements of paragraph (1). Before designating an additional eligible telecommunications carrier for an area served by a rural telephone company, the State commission shall find that the designation is in the public interest.

Section 214(e)(1) of the Act⁶ provides:

A common carrier designated as an eligible telecommunications carrier under paragraph (2), (3), or (6) shall be eligible to receive universal service support in accordance with section 254 of this title and shall, throughout the service area for which the designation is received—

(A) offer the services that are supported by Federal universal service support mechanisms under section 254(c) of this title, either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and

(B) advertise the availability of such services and the charges therefor using media of general distribution.

6. The FCC has promulgated rules governing ETC designations, set forth at 47 C.F.R. § 54.101, §§ 54.201-203, and §§ 54.205-207 (the "FCC Rules") to establish various requirements for carriers to obtain ETC status. Applicants seeking ETC status in Idaho must address and satisfy each of the ETC designation criteria under the FCC Rules. In addition, applicants must also address the designation requirements set forth in the Appendix to Commission Order No. 29841, "Requirements for Eligible Telecommunications Carrier (ETC) Designation, Reporting, and Certification."

7. Pursuant to 47 U.S.C. § 214(e)(2), the Commission has the statutory authority to designate a common carrier as an ETC that offers the services supported by federal Universal Service Fund support mechanisms and advertises "the availability of such services and the charges therefore using media of general distribution."⁷

⁶ 47 U.S.C. § 214(e)(1).

⁷ 47 C.F.R. § 54.201(d)(2).

8. enTouch Wireless is a common carrier and reseller of commercial mobile radio service, and will offer all of the services and functionalities detailed in Section 54.101(a) of the FCC Rules and will provide competitive wireless services throughout its proposed Service Area through resale of other carrier's services. enTouch Wireless meets the statutory designation requirements under the Commission's Appendix (A) of Order No. 29841. The provision of services through resale of other carrier's services will ensure that enTouch Wireless can provide services to customers throughout the Service Area.⁸ As discussed in subsequent sections of this Application, enTouch Wireless has filed and received approval of its Compliance Plan with the FCC. Additionally, enTouch Wireless will advertise the availability of such services and the charges for these services using media of general distribution and commits to continue to advertise the availability of its Lifeline program.

9. Further, as shown herein, enTouch Wireless meets the additional requirements set forth in the FCC Rules for obtaining ETC designation for purposes of receiving Lifeline funding support:⁹

(a) Certification of enTouch Wireless' compliance with the service requirements applicable to the support that it receives;

(b) Demonstration of enTouch Wireless' ability to remain functional in emergency situations, including a demonstration of possession of reasonable amount of back-up power to ensure functionality without an external power source, and ability to reroute traffic around damaged facilities, and capability of managing traffic spikes resulting from emergency situations;

⁸ 47 C.F.R. § 54.101(a).

⁹ 47 C.F.R. § 54.202.

(c) Demonstration that enTouch Wireless satisfies the applicable consumer protection and service quality standards;¹⁰

(d) Demonstration of enTouch Wireless' financial and technical capability of providing the Lifeline service in compliance with subpart E of the FCC's rules and regulations.¹¹

(e) Submission of information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, including details on the number of minutes provided as part of the plan, additional charges, if any, for toll calls, and rates for each such plan; and

(f) Demonstration that ETC designation is in the public interest.

In meeting each of the foregoing, enTouch Wireless submits that it also meets each of the requirements of the Commission's Appendix (B) to Order No. 29841.

10. Finally, designation of enTouch Wireless as an ETC on a wireless basis is in the public interest of the State of Idaho and its low-income telecommunications end-users. Upon designation as an ETC, enTouch Wireless will make Lifeline service available to qualifying customers in the Service Area pursuant to the guidelines and requirements of the universal service program, 47 C.F.R. § 54.202 and the Commission's Appendix to Order No. 29841.

**ENTOUCH WIRELESS MEETS THE REQUIREMENTS FOR DESIGNATION AS AN
ETC TO SERVE DESIGNATED AREAS IN IDAHO**

11. As demonstrated below, enTouch Wireless meets the requirements for ETC designation by the Commission pursuant to Section 214(e)(2) of the Act.¹² In addition, enTouch

¹⁰ For wireless applicants compliance with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service satisfies this requirement.

¹¹ 47 C.F.R. §§ 54.401 to 422.

¹² 47 U.S.C. § 214(e)(2).

Wireless complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.¹³

12. The Commission has jurisdiction to designate enTouch Wireless as an ETC. Pursuant to the provisions of Section 214(e)(2) of the Act, state commissions, such as this Commission, have primary responsibility for the designation of ETCs under Section 214(e)(2). As shown in this Application, enTouch Wireless meets the requirements for designation as an ETC in Idaho. The Commission may and should grant enTouch Wireless' application for ETC status.

enTouch Wireless has the Financial and Tehcnical Capability

13. enTouch Wireless has the financial and technical capability to provide Lifeline service. As part of the 2012 Lifeline Reform Order, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹⁴ enTouch Wireless satisfies these criteria as discussed below.

14. enTouch Wireless generates revenues from non-Lifeline services and has access to capital from its investors. Boomerang Wireless, LLC, together with its parent and sister companies, currently provides prepaid wireless services to more than 230,000 subscribers, including more than 50,000 retail customers. Consequently, the Company has not relied, and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The

¹³ See Federal-State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

¹⁴ In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) ("2012 Lifeline Reform Order").

Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

15. enTouch Wireless attaches and incorporates hereto as **Exhibit C** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

enTouch Wireless will provide the required Universal Services and Functionalities

16. enTouch Wireless will offer all required services and functionalities. Section 214(e)(1)(A) of the Act¹⁵ requires an ETC to offer the services that are supported by federal universal service support mechanisms under Section 254(c). As published in the Federal Register on May 24, 2016 pursuant to the Lifeline Modernization Order, the FCC amended Section 54.101(a) of its rules to add broadband service as a supported service as follows:

§ 54.101 Supported services for rural, insular and high cost areas.

(a) *Services designated for support.* Voice telephony services and broadband service shall be supported by federal universal service support mechanisms.

(1) Eligible voice telephony services must provide voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation services to qualifying low-income consumers as provided in subpart E of this part.

(2) Eligible broadband Internet access services must provide the capability to transmit data to and receive data by wire or radio from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation

¹⁵ 47 U.S.C. § 214(e)(1).

of the communications service, but excluding dial-up service.

...¹⁶

17. In addition, the FCC's 2016 Lifeline Order established certain minimum service standards applicable to voice telephony.¹⁷ With respect to the mobile voice services to be provided by the Company, these minimum service standards are as follows:

(3) The minimum service standard for mobile voice service will be:

(i) From December 1, 2016, until November 30, 2017, 500 minutes;

(ii) From December 1, 2017, until November 30, 2018, 750 minutes; and

(iii) On and after December 1, 2018, the minimum standard will be 1000 minutes.¹⁸

18. Upon designation as an ETC in Idaho, and consistent with state and federal policies favoring universal service, enTouch Wireless will offer voice telephony services as required under Section 54.101 of the FCC Rules, and as required by Appendix (A)(2) of the Commission's Order No. 29841. As described in more detail later, the 500 Minute and Tribal 1100 Free Unit Lifeline plans offered by enTouch Wireless already meet the minimum service standards applicable to voice telephony services, though not required until December 1, 2016. The Company is in the process of developing its expanded broadband products and will supplement this Application prior to December 1, 2016 to update its Lifeline plans with broadband components meeting the minimum service requirements applicable to broadband internet access services under the 2016 Lifeline Order. Accordingly, enTouch Wireless will

¹⁶ Federal Communications Commission Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund; Final Rule, 81 Fed. Reg. 100, 33088-89 (May 24, 2016) (to be codified at 47 C.F.R. § 54.101(a)).

¹⁷ Id. at 33091-92 (to be codified at 47 C.F.R. § 54.408).

¹⁸ Id.

meet by December 1, 2016 the minimum service standards applicable to voice telephony services or broadband internet access services as described in Section 54.408 as published in the Federal Register on May 24, 2016.

19. The Company will also provide access to emergency services provided by local government or public safety officials, including 911 and enhanced 911 (“E911”) where available and will comply with any Commission requirements regarding E911-compatible handsets. The Company will comply with the Commission’s forbearance grant conditions relating to the provision of 911 and E911 services and handsets. enTouch Wireless also commits to remit 911 revenues to local authorities. The Company commits to pay in a timely manner all applicable federal, state and local regulatory fees, including but not limited to universal service and E911 fees.¹⁹

20. Consistent with clarifications made by the FCC under the 2016 Lifeline Order, enTouch Wireless will not be required to offer toll limitation service (“TLS”), because the Company, like most wireless carriers, does not distinguish between toll and non-toll calls in the pricing of the service.²⁰

21. enTouch Wireless will provide wireless service through resale. Under Section 214(e)(1)(A) of the Act, an ETC must offer the services supported by federal universal service support mechanisms throughout its Service Area “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”²¹ In its 2012 Lifeline Reform Order,

¹⁹ See TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition, FCC Docket No. 96-45 (May 3, 2010).

²⁰ See Federal Communications Commission Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund; Final Rule, 81 Fed. Reg. 100, 33090 (May 24, 2016) (to be codified at 47 C.F.R. § 54.401(a)(2)).

²¹ 47 U.S.C. § 214(e)(1)(A).

the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC's compliance with certain 911 requirements and the ETC's filing with and approval by the FCC of a compliance plan describing the ETC's adherence to certain protections prescribed by the FCC ("Blanket Forbearance").

22. enTouch Wireless seeks limited ETC designation in Idaho to participate in the Lifeline program and has opted to pursue Blanket Forbearance. On August 8, 2012, the FCC approved the Company's Compliance Plan ("Compliance Plan"). A copy of the approved Compliance Plan is attached and incorporated herein as **Exhibit D**. enTouch Wireless seeks designation as an ETC by the Commission on an expedited basis in light of the FCC's approval of the Compliance Plan.

23. enTouch Wireless, in its provision of wireless services, will offer resold services which the Company will obtain from its underlying wireless providers, Sprint, Verizon, AT&T as well as other Global System for Mobile Communications ("GSM") carriers. This extended footprint through multiple carriers allows enTouch Wireless to provide expanded coverage throughout otherwise underserved markets as shown in **Exhibit A**.

24. enTouch Wireless has developed and implemented a diverse network that delivers all of the services required by the Federal Lifeline guidelines, and employs Verizon, Sprint, AT&T as well as other GSM carrier networks to ensure ubiquitous coverage. Additionally, enTouch Wireless operates a network data facility located in Marion, Iowa, which is on line with enTouch Wireless' remote call authorization array located at 630 E. Government Street, Pensacola, Florida 32502, and its network switch platform located at 5500 REC Drive, Marion,

Iowa 52302. All wireless voice traffic is monitored and gains network authorization/access from enTouch Wireless' call authorization platform on a per call basis. This same intelligent calling platform is used to transmit calls to the underlying carrier network for call completion, as well as communication to enTouch Wireless' IVR platform. International long distance, operator services, and directory services traffic passes through the enTouch Wireless network system.

25. Through its service arrangements, enTouch Wireless is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area.

Advertising Requirements

26. enTouch Wireless will also advertise the availability of the supported services as required by the FCC and Appendix (A)(3) of Order No. 29841. The FCC adopted specific requirements for Lifeline advertising in its 2012 Lifeline Reform Order with which the Company will comply.²² enTouch has developed clear and transparent methods of advertising as required by the 2012 Lifeline Reform Order, to include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service; (2) Lifeline is a government assistance program; (3) the service is non-transferable; (4) only eligible consumers may enroll in the program; (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) enTouch Wireless' name (the ETC); (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program; and (9) details of the Lifeline service offerings.²³ These or similar statements will be included in print, audio, video

²² 2012 Lifeline Reform Order at ¶¶ 275-82.

²³ 2012 Lifeline Reform Order at ¶ 275.

and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.²⁴ This includes the Company's website and outdoor signage.²⁵

27. enTouch Wireless is fully prepared to and will comply with federal requirements that it advertise the availability of its services throughout its Service Area using media of general distribution.²⁶ enTouch Wireless further commits that it will also publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service.²⁷ enTouch Wireless specifically targets its advertising so as to reach its intended market base of low-income consumers who otherwise would be without service, or unaware of the program's availability and benefits. Accordingly, more low-income Idaho residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to enTouch Wireless' service. A sample of enTouch Wireless' updated planned advertising is attached and incorporated herein as **Exhibit E**.

28. As a designated ETC in Idaho, enTouch Wireless will annually notify in writing each of its existing customers residing in the Service Area of the availability of federal Lifeline and Tribal Linkup assistance programs pursuant to the FCC Rules. enTouch Wireless will also provide new customers in the Service Area with written notification of Lifeline and Tribal LinkUp assistance programs within 30 days after receiving telecommunications services.

ADDITIONAL STATE ELIGIBILITY CRITERIA

Commitment and Ability to Provide Supported Services

²⁴ Id.

²⁵ Id.

²⁶ 47 C.F.R. § 54.201(d)(2).

²⁷ 47 C.F.R. §§ 54.405(b) and Appendix (A)(3) of Commission Order No. 29841.

29. enTouch Wireless is committed to providing service in Idaho. enTouch Wireless not only commits to provide service throughout its Service Area, but also commits to provide universal service in a timely manner to all customers who make a reasonable request for service pursuant to Appendix (B)(1) of Commission Order No. 29841 and the FCC Rules. If designated as a wireless ETC, enTouch Wireless will provide service throughout its Service Area through the resale of services. enTouch Wireless commits to providing service on a timely basis to requesting customers within the Service Area where the underlying network already passes the potential customer's premises. If the requesting customer is within the Service Area but outside enTouch Wireless' existing network coverage, enTouch Wireless will provide service within a reasonable period of time if such service does not impose excessive or unreasonable cost as required by Appendix (B)(1) of Commission Order No. 29841.

Ability to Remain Functional in Emergencies

30. Further, under the FCC Rules and Appendix (B)(2) of Commission Order No. 29841, an ETC applicant must demonstrate its ability to remain functional in emergency situations.²⁸ Since enTouch Wireless is providing service to its customers through the use of facilities obtained from other carriers it is able to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, re-routing of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations. Facilities utilized by enTouch Wireless are capable of remaining fully functional with generator back-up as described above.

²⁸ 47 C.F.R. § 54.202(a)(2).

Commitment to Consumer Protection and Service

31. Pursuant to Appendix (B)(3) of Commission Order No. 29841 and FCC regulations, enTouch Wireless will comply with the consumer protection standards set by the FCC, including:

(a) Customer Proprietary Network Information - enTouch Wireless will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable and will protect Customer Proprietary Network Information ("CPNI") as required by state and federal law and will certify compliance with the same on an annual basis; and

(b) Consumer Code for Wireless Service - enTouch Wireless certifies that it will comply with the Cellular Telecommunications and Internet Association's ("CTIA") Consumer Code for Wireless Service as required by 47 C.F.R. § 54.202(a)(3).

32. As a reseller of other carriers' wireless services, enTouch Wireless is able to offer service of the same quality and reliability as the underlying vendors. enTouch Wireless cannot guarantee that customers will never experience service disruptions, however, enTouch Wireless' underlying carrier agreements allow its service to be as reliable as any other wireless service that must deal with atmospheric and other conditions that sometimes result in dropped calls.

**DESIGNATION OF ENTOUCH WIRELESS AS AN ETC IN CERTAIN EXCHANGES
WITHIN THE STATE OF IDAHO SERVES THE PUBLIC INTEREST**

33. Upon designation enTouch Wireless will provide competitive wireless services throughout its Service Area, including certain tribal areas, within the State of Idaho. enTouch Wireless is a reseller of commercial mobile radio service, and will offer all of the services and functionalities detailed in Section 54.101(a) of the FCC Rules and will provide competitive wireless services throughout its Service Area through resale of other carriers' services. The provision of services through resale of other carriers' services will ensure that enTouch Wireless

can provide services to customers throughout the Service Area.²⁹ The following factors demonstrate that the designation of enTouch Wireless as an ETC is consistent with the public interest, convenience, and necessity, and in areas served by a rural telephone company, that the public interest will be met by designation of enTouch Wireless as an additional ETC.

34. Wireless ETC's *per se* promote the public interest. The FCC has determined that while "[d]esignation of competitive ETCs promotes and benefits consumers...by increasing customer choice," designation must include "an affirmative determination that such designation is in the public interest regardless of whether the applicant seeks designation in an area served by a rural or nonrural carrier."³⁰ In areas served by nonrural ILECs, the Act does not require a separate public interest finding. The FCC has previously held that designating a competitor as an ETC in areas served by nonrural ILECs is *per se* in the public interest.³¹

35. enTouch Wireless submits that the public interest benefits of designating enTouch Wireless as an ETC include (1) a larger local calling area and expanded coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); (2) the convenience, portability, and security afforded by mobile telephone service; (3) the opportunity for customers to control cost by receiving a pre-set amount of flat-rate monthly airtime; (4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; (5) the ability of users to use the supported service to send and receive "SMS" or text messages as well as the option to send data and access the public internet; (6) 911 and, where available, E911 service in accordance with current FCC

²⁹ 47 C.F.R. § 54.101(a).

³⁰ See Federal-State Joint Board on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005).

³¹ See *Cellco Partnership*, 16 FCC Rcd, at 45.

requirements; and (7) outreach and service to potentially unserved or underserved Native American populations residing on tribal lands. In addition, the inclusion of domestic telephone toll calling as a part of enTouch Wireless' flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These per-minute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, enTouch Wireless' offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

36. The FCC has also identified factors that are to be considered in determining whether designation of additional ETCs will serve the public interest and whether the benefits of an additional ETC would outweigh potential harms. These factors include: (1) the benefits of increased competitive choice; and (2) the unique advantages of the applicant company's service offerings.³² enTouch Wireless affirms that its ETC designation meets these criteria as described below.

The Benefits of Increased Competitive Choice

37. The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.³³ This is of particular interest in cases where wireless providers like enTouch Wireless seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have

³² 47 U.S.C. § 54.202(c).

³³ See e.g. *Specialized Common Carrier Services*, 29 FCC2d 870 (1971).

access to the public switched network as provided by the ILEC.³⁴ The availability of a wireless competitor benefits all consumers. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by enTouch Wireless will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

38. Added together, enTouch Wireless expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select enTouch Wireless' low-income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

39. Designation of enTouch Wireless as an ETC also creates competitive pressure for other wireline and wireless providers within the proposed service areas. In order to remain competitive in low-income markets, therefore, all carriers will have greater incentives to improve networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing enTouch Wireless to offer the services designated for support at rates that are "just, reasonable, and affordable."³⁵

Unique Advantages of enTouch Wireless' Service Offerings

40. enTouch Wireless will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to eligible consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. enTouch Wireless' standard customer terms and

³⁴ Federal-State Joint Bd. on Universal Serv., Highland Cellular, Inc., *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

³⁵ 47 U.S.C. § 254(b)(1).

conditions in connection with its wireless service offering can be found at https://www.entouchwireless.com/pages/cell_phone_termsofservice.³⁶

41. enTouch Wireless will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income Idaho residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to enTouch Wireless' service. As stated previously, **Exhibit E** is a sample of enTouch Wireless' planned advertising.

42. enTouch Wireless will provide universal service as an ETC in all of its Service Area.

43. enTouch Wireless offers a local usage plan comparable to that offered by the ILEC in the Service Area for which it seeks designation.

enTouch Wireless Prepaid Wireless Lifeline Plans

44. The following voice telephony services plan information further demonstrates the public interest of this application, and is also provided pursuant to Appendix (B)(4) of Commission Order No. 29841.

45. enTouch Wireless will, prior to December 1, 2016, offer qualified consumers their choice of one of three Lifeline Service Plans. Lifeline is a component of one of four separate federal universal service fund mechanisms³⁷ known as the "low-income" support mechanism³⁸

³⁶ A copy of the Terms and Services is attached and incorporated herein as **Exhibit F**.

³⁷ 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

³⁸ 47 C.F.R. § 54.8(a)(1)); See "Definitions" at first sentence.

and is defined in 47 C.F.R. § 54.401 as “a retail local service offering” “available only to qualified low-income consumers” “for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount” that includes the services or functionalities enumerated in § 54.401, which enTouch Wireless will use to “[m]ake available Lifeline service...to qualifying low-income consumers.”³⁹

46. Prior to December 1, 2016, enTouch Wireless’ planned wireless Lifeline offering will provide eligible customers with the following alternative Lifeline plans: (1) **500 Minute Plan**; (2) **250 Free Unit Plan**; and (3) **Tribal 1100 Free Unit Plan**. The 250 Free Unit Plan and Tribal 1100 Free Unit Plan are base plans with the ability to upgrade using the appropriate Lifeline Upgrade Data Plans and with multiple options for acquiring a device. The 500 Minute Plan and Tribal 1100 Free Unit Plans offered by enTouch Wireless already meet the minimum service standards applicable to voice telephony services, though not required until December 1, 2016. As discussed previously, the Company is in the process of developing its expanded broadband products and will supplement this Application prior to December 1, 2016.

47. **500 Minute Plan**: This plan offers 500 voice minutes, 100 texts, and 10 MB of data per month. Customers must provide their own device. There is no device available with this offer, nor are discounts or promotions for devices available with this plan. Lifeline minutes, texts, and data are automatically posted each month on the Lifeline customer’s service date. There is no rollover of minutes, texts or data, and any unused minutes, texts or data will expire on the monthly service date.

48. **250 Free Unit Plan (base plan)**: This plan offers 250 units and 10 MB of data per month. The 250 units can be utilized for voice and text, where 1 voice minute equals 1 unit and

³⁹ 47 C.F.R. §§ 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

1 text equals 1 unit. Lifeline free minutes and data are automatically posted each month on the Lifeline customer's service. There is no rollover of units, minutes, texts or data.

49. **Lifeline Upgrade Data Plan**: This upgrade plan is available to a subscriber with the 250 Free Unit Plan. In addition to the 250 Free Unit Plan (250 units and 10 MB of data per month without rollover), the Lifeline Upgrade Data Plan adds 250 MB of data per month. There is no rollover of units, minutes, texts, or data. The cost of the Lifeline Upgrade Data Plan differs depending on the device: (1) for customers who bring their own device, they will pay a \$5 co-pay for 90 days of service; (2) for customers who wish to purchase an entry-level smart phone from enTouch Wireless, they can pay \$25 for the phone, and the \$5 co-pay will be waived for the first 90 days; after the first 90 days, the \$5 co-pay for 90 days of service will apply; (3) for customers who wish to purchase an iPhone 4 or equivalent, they can pay \$50 for the phone, and the \$5 co-pay will be waived for the first 90 days; after the first 90 days, the \$5 co-pay for 90 days of service will apply. Should a customer not wish to renew on the 90-day plan for \$5, the plan will convert to the 250 Free Unit Plan.

50. **Tribal 1100 Free Unit Plan (base plan)**: This plan will be offered to qualified customers who are eligible for the tribal subsidy. This plan offers 1100 units and 100 MB of data per month. The 1100 units can be utilized for voice and text, where 1 voice minute equals 1 unit and 1 text equals 1 unit. Lifeline free units and data are automatically posted each month on the Lifeline customer's service. There is no rollover of units, minutes, texts or data. This plan is only available to eligible applicants residing on Federally Recognized Tribal lands. The additional minutes that exceed those offered in the 250 Free Unit Plan (described above) is due to the additional \$25.00 per month in Lifeline support to qualifying low-income consumers living on Tribal lands.

51. **Tribal Lifeline Upgrade Data Plan:** This upgrade plan is available to eligible customers residing on Tribal lands that have the Tribal 1100 Free Unit Plan. In addition to the 1100 Free Unit Plan (1100 units and 100 MB of data per month without rollover), the Tribal Lifeline Upgrade Data Plan adds 500 MB of data per month. The cost of the Tribal Lifeline Upgrade Data Plan also differs depending on the device: (1) customers can pay \$5 for 90 days of service, and will receive a free entry-level smartphone; or (2) customers can pay a one-time \$25 fee for an iPhone 4 or equivalent, with the \$5 co-pay waived for the first 90 days, and a \$5 co-pay for 90 days of service after that. Also, for the Tribal Lifeline Upgrade Data Plan, if a customer chooses not to renew the paid plan, he or she will be converted to a Tribal 1100 Free Unit Plan.

Tribal Notification

52. enTouch Wireless will offer qualified consumers who are eligible for the tribal subsidy the Tribal 1100 Free Unit Plan described above. enTouch Wireless has a proven track record of tribal engagement and service to Native American populations residing on tribal lands. The Company currently serves tribes in the states of Arizona, Iowa, Kansas, Michigan, Mississippi Minnesota, North Dakota, Oklahoma, Washington, and Wisconsin. With its extensive experience serving tribal communities in other states, enTouch Wireless is well aware of and attuned to the telecommunications needs of Native American populations throughout the continental United States. As required by Appendix (A)(5) of Commission Order No. 29841, enTouch Wireless attaches and incorporates herein as **Exhibit G** a list of affected tribal governments or tribal regulatory authorities to whom a copy of this Application is being provided. Upon designation, enTouch Wireless is prepared and committed to engage with these Tribes to meet their tribal residents' wireless telecommunication Lifeline needs. enTouch

Wireless submits that these factors further demonstrate the public interest will be served by designation of enTouch Wireless as an ETC within the requested Rural Service Area.

53. All low-income universal service support will be used to allow enTouch Wireless to provide the service with no monthly recurring charge, thus ensuring that consumer receives 100% of all universal service support funding for which enTouch Wireless will seek reimbursement. In the event that all airtime has been used, Lifeline customers on any plan, both Tribal and non-Tribal, will also have the capability of purchasing additional airtime to supplement their Lifeline plans in the various denominations.⁴⁰ enTouch Wireless will not deduct airtime minutes for calls by Lifeline customers with service addresses for Lifeline service in Idaho to enTouch Wireless' Customer Service (via 611 from their Lifeline phone or other designated toll-free access dialing from any other phone), and calls from enTouch Wireless' Customer Service to such Lifeline customers to address billing, customer care and customer service issues.

54. Airtime replenishment cards will be made available at many retail outlets frequented by low-income customers throughout the Service Area such as CVS, Dollar General, Walgreens, Seven-Eleven, Freds, Rite Aid, as well as from the Company's website. There are a hundred thousand retail locations across the country where Airfair and Get Ready airtime replenishment cards can be purchased.

55. The wireless plans will also include the following custom calling features:

- (a) Caller ID;
- (b) Call Waiting;
- (c) Call Forwarding;
- (d) 3-Way Calling; and
- (e) Voicemail.

⁴⁰ The additional airtime denominations on pages 22-23 of the Compliance Plan have been updated since the approval of the Compliance Plan in 2012.

56. Wireless handsets, when applicable, will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline.

57. enTouch Wireless reiterates that it is applying for ETC designation solely for the purpose of providing Lifeline discounts to qualified low-income consumers and to seek reimbursement for the same and will not seek or accept high-cost support. Under the FCC Rules, an ETC applicant must submit a five-year plan that describes with specificity the proposed improvements or upgrades to the applicant's network on a wire-center-by-wire-center basis throughout its proposed Service Area. The only circumstance warranting deviation from this requirement is where an applicant's requested ETC serving territory would qualify it to receive no "high cost" USF support, but only "low income" USF support. Because enTouch Wireless seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline services to eligible customers, submission of a network improvement plan is not required at this time, as all funding will be used for provision of Lifeline services. Since Lifeline support is designed to reduce the monthly cost of telecommunication services for eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low-income users, which is clearly in the public interest. In addition, designation of enTouch Wireless as an ETC will not pose any adverse effect in the growth in the high-cost portions of the USF, nor will it create or contribute to an erosion of high-cost funding from any rural or nonrural telephone company.

58. The FCC reaffirmed this position when it stated that “the potential growth of the fund associated with high-cost support distributed to competitive ETCs” is not relevant to carriers seeking support associated with the low-income program.⁴¹

59. The FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that “any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers.”⁴²

60. It is also vital to recognize that in the case of Lifeline support, an ETC receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline discounts and as a result, only the “capturing” ETC receives support reimbursement.

61. In addition, all providers are required to contribute a portion of the interstate revenues received from their customers to the Universal Service Fund. In accordance with current federal regulations, enTouch Wireless will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving enTouch Wireless as an ETC will actually create contributions to the USF that were previously non-existent.

62. Designation of enTouch Wireless as an ETC benefits the public interest of low-income consumers throughout enTouch Wireless’ Service Area. Approval of enTouch Wireless’ ETC Application will serve the public interest by increasing participation of qualified consumers in the Lifeline program in the State of Idaho. It will also increase the number of carriers eligible

⁴¹ Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) (“TracFone Forbearance Order”) at ¶ 17.

⁴² TracFone Forbearance Order, at ¶ 17.

for federal USF support, thereby proportionately increasing the amount of federal USF dollars available to Idaho consumers. Granting ETC status to enTouch Wireless will contribute to more Idaho residents receiving Lifeline, thereby increasing the amount of federal USF dollars flowing into and thereby benefiting Idaho residents. In short, Idaho residents will get more of their money back.

63. The Lifeline service offered by enTouch Wireless also provides important benefits that are especially needed by low-income Idaho residents in this time of economic downturn. As the Commission is aware, the Dow Jones Average, a primary indicator of the health of the economy, has been at low ebb for a considerable period of time. Savings accounts, upon which many depend for emergencies and retirement, have significantly eroded. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

64. enTouch Wireless' Lifeline program will enable thousands of residents to obtain wireless service which would otherwise be unavailable to them. The economic circumstances indicate that low-income individuals, now more than ever, can greatly benefit from the advantages offered by enTouch Wireless' Lifeline service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

65. It is also a commonly accepted fact that in today's market, qualified Lifeline customers view the portability and convenience of wireless service not as a luxury, but as a necessity. Mobile service allows children to reach their parents, wherever they may be, allows a

person seeking employment the ability to be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location.

66. Finally, designation of enTouch Wireless as a wireless ETC will serve the public interest by furthering the extensive role that enTouch Wireless believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of wireline and traditional wireless service providers, are without a viable alternative and are likely to remain so.

67. enTouch Wireless will comply with the uniform eligibility criteria established in new Section 54.409 of the FCC Rules as amended by the 2016 Lifeline Order to require that the consumer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size; or the consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of several specified federal assistance programs.⁴³ Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new Section 54.409(a)(2). In addition, the Company will confirm with the subscriber that he/she is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service. enTouch already participates in the National Lifeline Administrative Database ("NLAD") and will participate in the contemplated National Verifier

⁴³ See Federal Communications Commission Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund; Final Rule, 81 Fed. Reg. 100, 33093 (May 24, 2016) (to be codified at 47 C.F.R. § 54.409(a)(2) (listing qualifying federal benefits to include Medicaid, SNAP, SSI, Federal Public Housing Assistance, or Veterans and Survivors Pension Benefit).

system under the 2016 Lifeline Order. In addition to the eligibility criteria above, pursuant to Section 54.410, low-income residents of Tribal lands may self-certify as to their residency on Tribal lands.

68. enTouch Wireless will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the 2016 Lifeline Order, together with any additional state certification requirements.⁴⁴ Consistent with federal requirements, enTouch Wireless requires customers to certify at the time of service activation and annually thereafter that they: (1) are the head of household; (2) participate in one of the state-approved means tested programs; (3) will be receiving Lifeline-supported services only from enTouch Wireless; (4) do not currently receive Lifeline support; and (5) will notify enTouch Wireless in the event that they no longer participate in the qualifying program.

69. If enTouch Wireless has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.⁴⁵ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.⁴⁶

70. Furthermore, enTouch Wireless commits to comply with the FCC's 60-day non-usage policy, as described in the Company's Approved Compliance Plan under current rules, and

⁴⁴ Id. at 33093-94 (to be codified at 47 C.F.R. § 54.410).

⁴⁵ 2012 Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

⁴⁶ 47 C.F.R. §54.410 (effective April 2, 2012).

in the future as permitted under the 2016 Lifeline Order for activities such as completion of an outbound call or usage of data, purchase or minutes or data, and sending a text message to establish “usage.”⁴⁷

**ENTOUCH WIRELESS WILL COMPLY WITH
ALL ANNUAL REPORTING REQUIREMENTS**

71. Consistent with the requirements of 47 C.F.R. § 54.422 and Appendix (C) of Commission Order No. 29841, enTouch Wireless will comply with state and federal annual reporting requirements, including the recent 2016 Lifeline Order’s requirements to certify compliance with applicable minimum service standards by December 1, 2016 under 47 C.F.R. § 54.416.⁴⁸

72. No party to this Application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

73. The proposed effective date of designation of enTouch Wireless as an ETC is thirty (30) days from the date of this Application or as soon as practicable.

WHEREFORE, having demonstrated herein that enTouch Wireless satisfies all the conditions of eligibility necessary for designation as an ETC in Idaho, and having shown that the public interest and universal service interests of the telecommunications consumers of the State of Idaho, including tribal consumers, will be properly served, enTouch Wireless respectfully requests that the Commission promptly grant this Application and designate Boomerang Wireless, LLC d/b/a enTouch Wireless as a wireless eligible telecommunications carrier including tribal areas within the designated Service Area.

⁴⁷ See Federal Communications Commission Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund; Final Rule, 81 Fed. Reg. 100, 33091 (May 24, 2016) (to be codified at 47 C.F.R. § 54.407).

⁴⁸ Id. at 33094-95 (May 24, 2016) (to be codified at 47 C.F.R. §§ 54.416 and 422).

Dated this 8th day of August, 2016.

Respectfully Submitted,

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E-mail: agipson@joneswalker.com

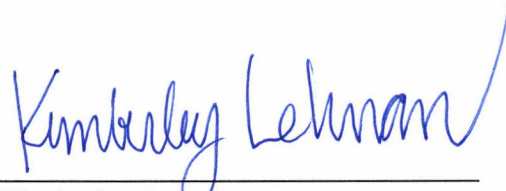
*Attorneys for Boomerang Wireless LLC
d/b/a enTouch Wireless*

ATTESTATION

STATE OF IOWA

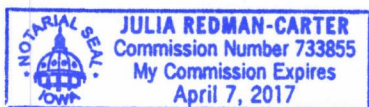
COUNTY OF LINN


PERSONALLY came and appeared before me, the undersigned party in and for the jurisdiction aforesaid, the within named Kimberley Lehrman who after being duly sworn by me stated under oath as follows: that I am President of Boomerang Wireless, LLC d/b/a enTouch Wireless ("enTouch Wireless"); that I executed the foregoing pleading for and on behalf of enTouch Wireless; that I am authorized to execute and file said pleading; and that the matters and things set forth in said pleading are true and correct to the best of my knowledge, information and belief.



Kimberley Lehrman

SWORN TO AND SUBSCRIBED before me on this the 3 day of August, 2016.




NOTARY PUBLIC

My Commission Expires:

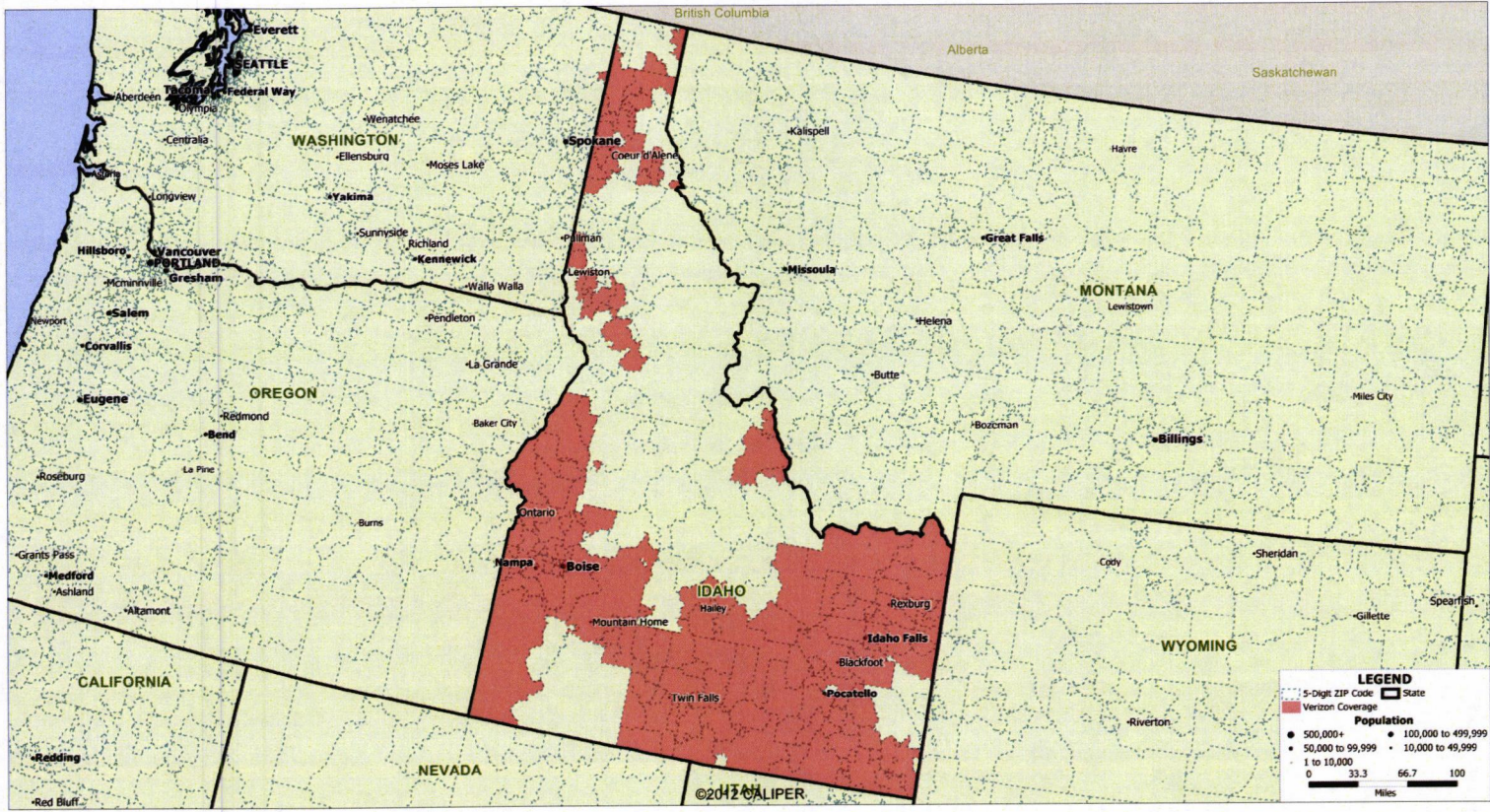
April 7, 2017

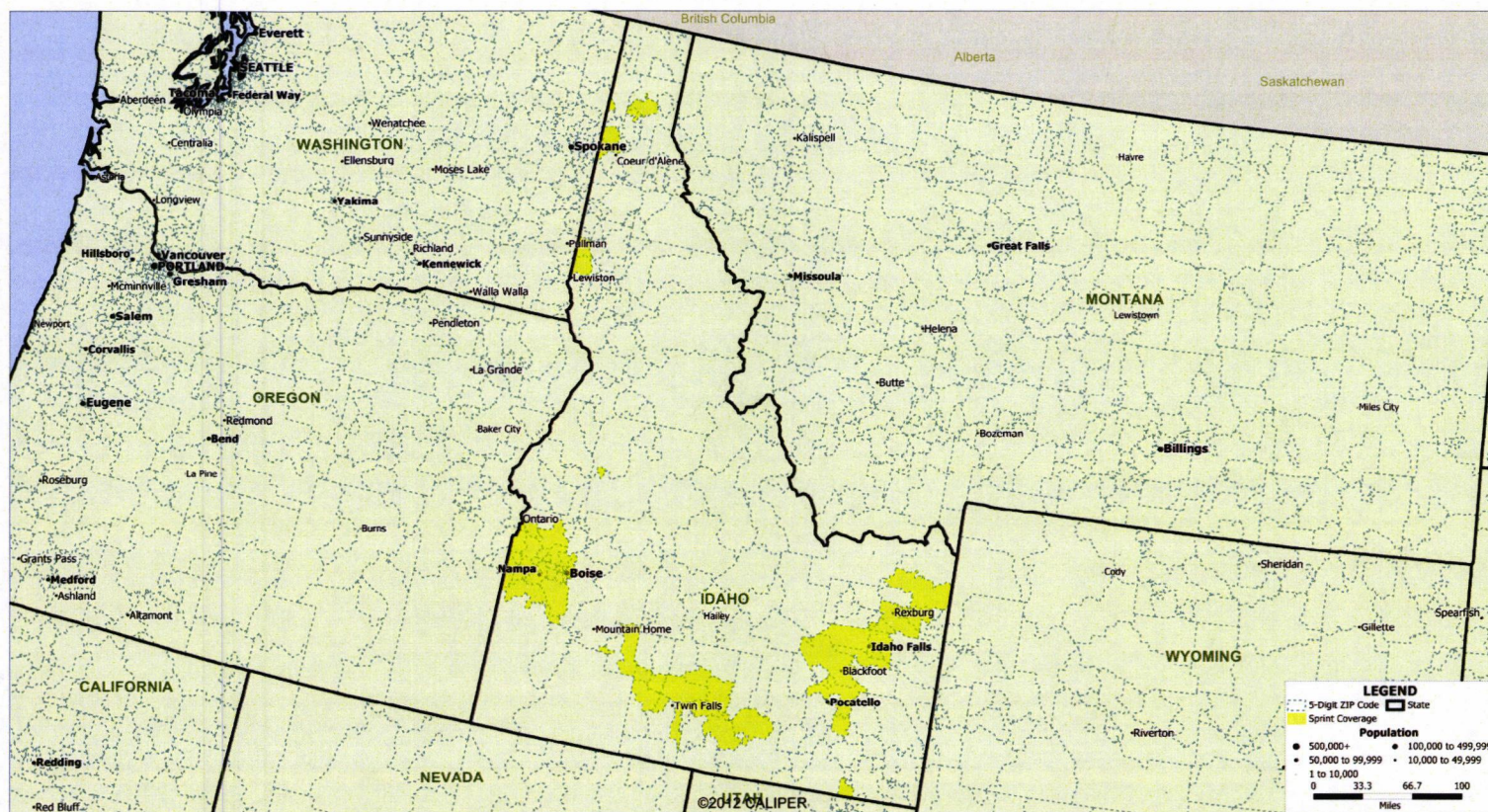
EXHIBITS

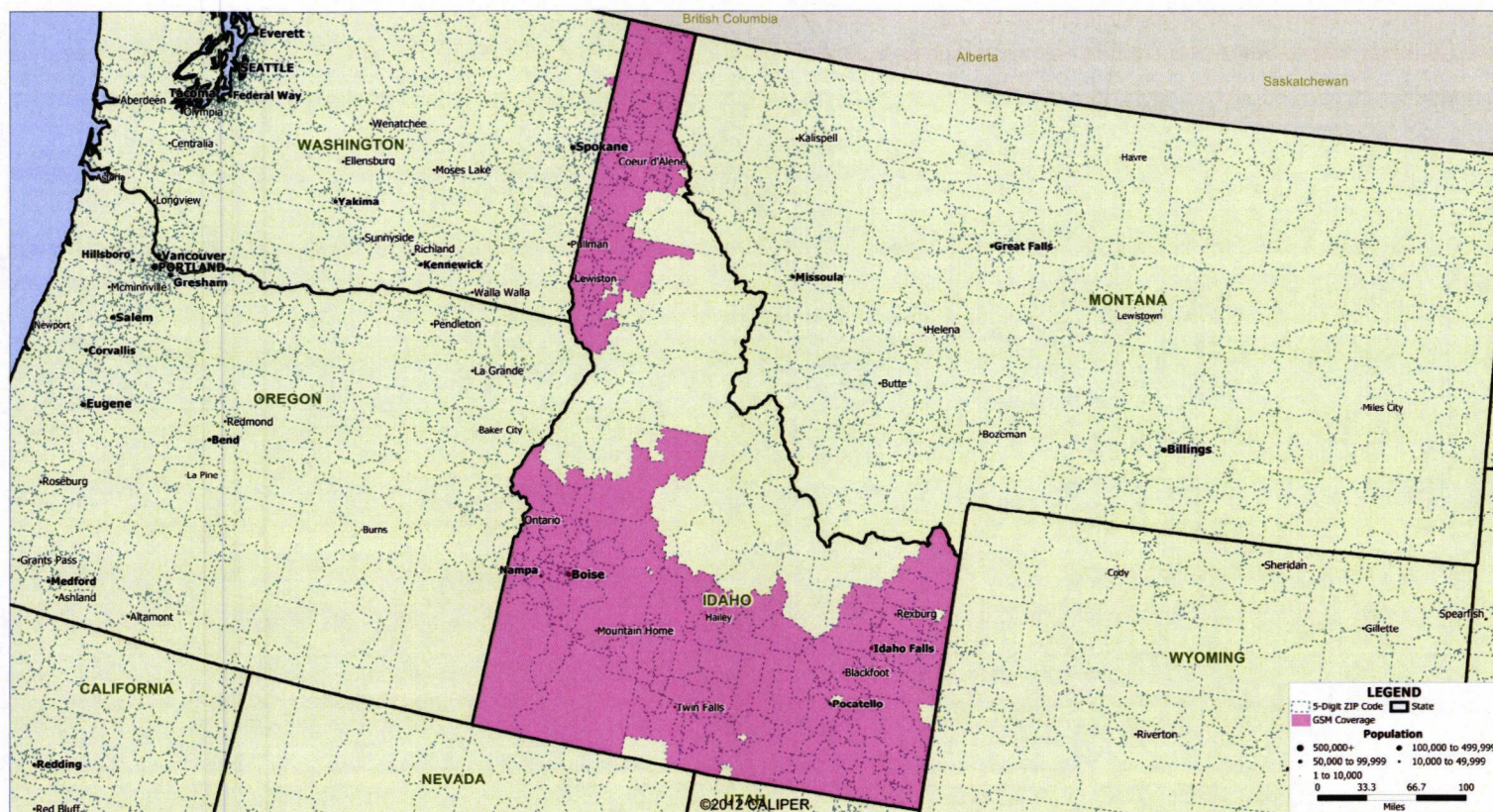
- Exhibit A - Service Area
- Exhibit B - Articles of Incorporation
- Exhibit C - Officers
- Exhibit D - FCC Compliance Plan
- Exhibit E - Advertising Terms of Service
- Exhibit F - Terms of Service
- Exhibit G - Affected Tribal Governments/Regulatory Agencies

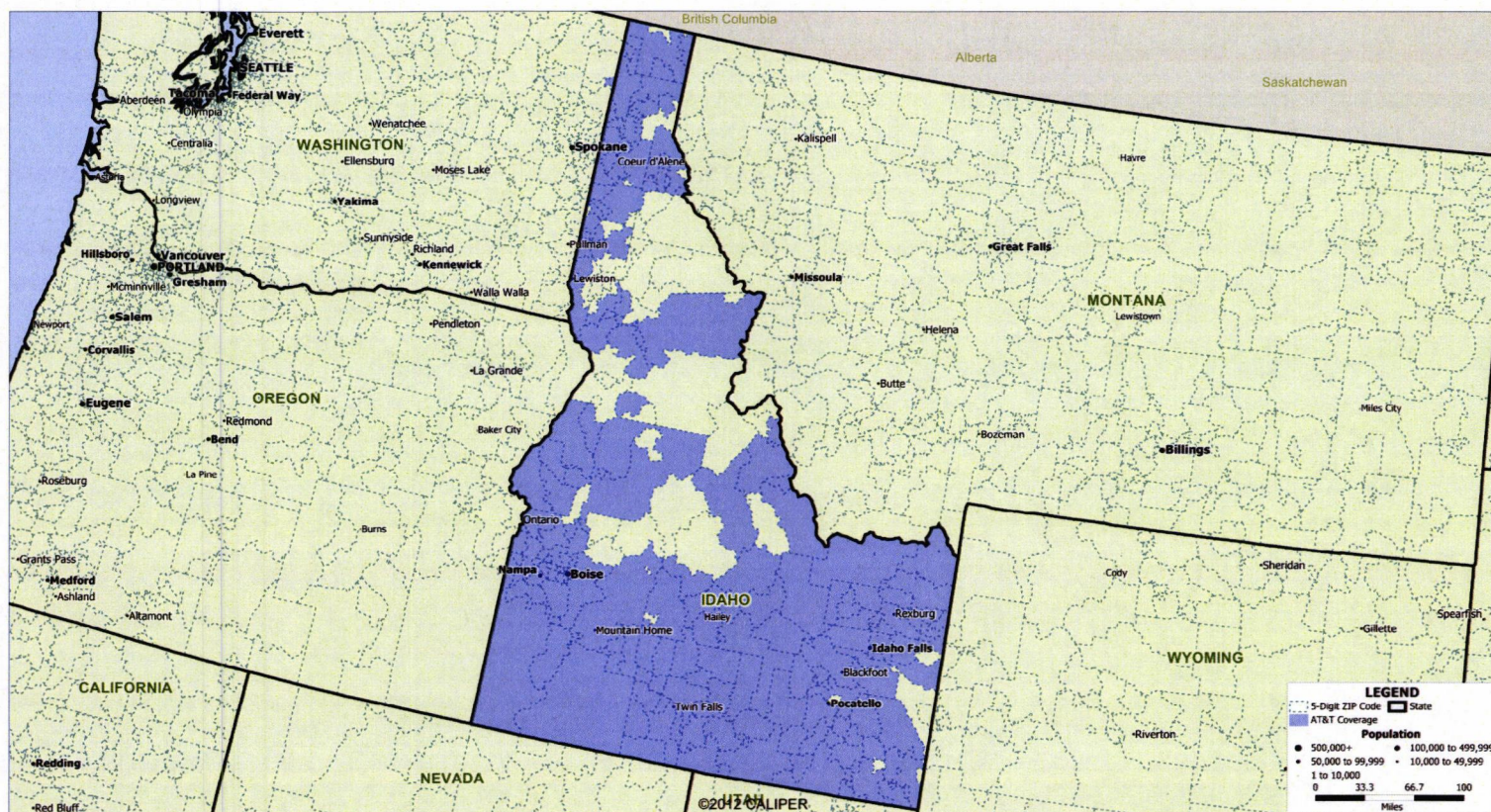
Exhibit A

Service Area









Boomerang Wireless, LLC.
Idaho Proposed Wire Center List
2016-07-20

Exhibit A
Page 5 of 9

| STATE | SHORT SWITCH | OCN_NAME | CATEGORY | RC ABBRE |
|-------|--------------|--|----------|------------|
| ID | BOITIDGD | SYRINGA NETWORKS, LLC - ID | CAP | BOISE |
| ID | BOISID35 | TW TELECOM OF IDAHO LLC - ID | CLEC | BOISE |
| ID | BOISID37 | 360NETWORKS (USA) INC. - ID | CLEC | POCATELLO |
| ID | BOISID81 | CTC TELECOM, INC. | CLEC | BOISE |
| ID | BOISIDMA | BANDWIDTH.COM CLEC, LLC - ID | CLEC | POCATELLO |
| ID | BOISIDMA | AT&T LOCAL | CLEC | POCATELLO |
| ID | BOISIDMA | MCIMETRO ACCESS TRANSMISSION SERVICES LLC - ID | CLEC | POCATELLO |
| ID | BOISIDMA | LEVEL 3 COMMUNICATIONS - ID | CLEC | BLACKFOOT |
| ID | BOISIDMA | PAC - WEST TELECOMM, INC. - ID | CLEC | CALDWELL |
| ID | BOISIDMA | YMAX COMMUNICATIONS CORP. - ID | CLEC | CALDWELL |
| ID | BOISIDMA | BROADVOX-CLEC, LLC - ID | CLEC | BOISE |
| ID | BOISIDMA | NEUTRAL TANDEM-IDAHO, LLC - ID | CLEC | BOISE |
| ID | BOISIDMA | TC SYSTEMS, INC. - ID | CLEC | BOISE |
| ID | BOISIDPZ | ELECTRIC LIGHTWAVE, LLC DBA INTEGRA TELECOM - ID | CLEC | TWIN FALLS |
| ID | BOISIDZX | MCLEODUSA TELECOMMUNICATIONS SERVICES, INC. - ID | CLEC | POCATELLO |
| ID | BOIUIDKZ | TW TELECOM OF IDAHO LLC - ID | CLEC | CALDWELL |
| ID | BRLYIDMA | RED-BAN COMMUNICATIONS, LLC - ID | CLEC | POCATELLO |
| ID | BSCYID08 | ELTOPIA COMMUNICATIONS, LLC - ID | CLEC | POCATELLO |
| ID | CRALID01 | ONEEIGHTY NETWORKS, INC. | CLEC | COERDALENE |
| ID | CRALIDXX | 360NETWORKS (USA) INC. - ID | CLEC | OROFINO |
| ID | CRALIDXX | ELTOPIA COMMUNICATIONS, LLC - ID | CLEC | OROFINO |
| ID | CRALIDXX | LEVEL 3 COMMUNICATIONS - ID | CLEC | OROFINO |
| ID | CRALIDXX | TIME WARNER CABLE INFORMATION SERVICES (IDAHO), ID | CLEC | BAYVIEW |
| ID | CRALIDXX | XO IDAHO, INC. | CLEC | BAYVIEW |
| ID | CRALIDXX | SPRINT COMMUNICATIONS COMPANY, L.P. - ID | CLEC | BAYVIEW |
| ID | CRALIDXX | ZAYO BANDWIDTH NORTHWEST, INC. | CLEC | BONERSFRRY |
| ID | CRALIDXX | YMAX COMMUNICATIONS CORP. - ID | CLEC | SANDPOINT |
| ID | CRALIDXX | TW TELECOM OF IDAHO LLC - ID | CLEC | COERDALENE |
| ID | CRALIDXX | MCIMETRO ACCESS TRANSMISSION SERVICES LLC - ID | CLEC | COERDALENE |
| ID | CRALIDXX | AT&T LOCAL | CLEC | COERDALENE |
| ID | CRALIDXX | TC SYSTEMS, INC. - ID | CLEC | COERDALENE |
| ID | IDFLIDMA | FRETEL COMMUNICATIONS, LLC - ID | CLEC | IDAHOFALLS |
| ID | KNWCWAXA | LEVEL 3 COMMUNICATIONS - ID | CLEC | COTTONWOOD |
| ID | KTCHIDBC | COX IDAHO TELCOM, LLC - ID | CLEC | KETCHUM |
| ID | LSTNIDAK | XO IDAHO, INC. | CLEC | LEWISTON |
| ID | PCTLIDMA | LEVEL 3 COMMUNICATIONS - ID | CLEC | POCATELLO |
| ID | PCTLIDMA | MILLENNIUM NETWORKS, LLC - ID | CLEC | POCATELLO |
| ID | RPRTIDXC | PROJECT MUTUAL TEL. COOP. ASSN. INC. - ID | CLEC | BURLEY |
| ID | SPKNWA01 | LEVEL 3 COMMUNICATIONS - ID | CLEC | LEWISTON |
| ID | SPKNWA01 | PAC - WEST TELECOMM, INC. - ID | CLEC | LEWISTON |
| ID | SPKNWA01 | MCIMETRO ACCESS TRANSMISSION SERVICES LLC | CLEC | LEWISTON |
| ID | SPKNWADZ | XO IDAHO, INC. | CLEC | JULIAETTA |
| ID | SPKNWAKY | BANDWIDTH.COM CLEC, LLC - ID | CLEC | LEWISTON |
| ID | SPKNWA0B | 360NETWORKS (USA) INC. - ID | CLEC | ROCK CREEK |
| ID | SPKNWA0B | ELTOPIA COMMUNICATIONS, LLC - ID | CLEC | LEWISTON |
| ID | STATIDMA | FRETEL COMMUNICATIONS, LLC - ID | CLEC | IDAHOFALLS |
| ID | TWFLIDSG | PROJECT MUTUAL TEL. COOP. ASSN. INC. - ID | CLEC | TWIN FALLS |
| ID | WESRID04 | RURAL NETWORK SERVICES, INC. - ID | CLEC | WEISER |
| ID | ABRDIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | ABERDEEN |
| ID | ALBNIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ALBION |
| ID | ALMOIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ALMO |
| ID | ARBNDXC | DIRECT COMMUNICATIONS ROCKLAND, INC. | ILEC | ARBON |
| ID | ARCOIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ARCO |
| ID | BNFYIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | BONERSFRRY |
| ID | BOVLIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | BOVILL |
| ID | BRUNIDXC | CENTURYTEL GEM STATE INC-ID DBA CENTURYLINK - ID | ILEC | BRUNEAU |
| ID | BYVWIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | BAYVIEW |
| ID | CARYIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | CAREY |

Boomerang Wireless, LLC.
Idaho Proposed Wire Center List
2016-07-20

Exhibit A
Page 6 of 9

| STATE | SHORT SWITCH | OCN_NAME | CATEGORY | RC ABBRE |
|-------|--------------|--|----------|------------|
| ID | CHLSIDXC | CUSTER TELEPHONE COOPERATIVE, INC. | ILEC | CHALLIS |
| ID | CLFKIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | CLARK FORK |
| ID | CMBRIDXC | CAMBRIDGE TELEPHONE COMPANY | ILEC | CAMBRIDGE |
| ID | CRALIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | COERDALENE |
| ID | CSCDIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | CASCADE |
| ID | DERYIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | DEARY |
| ID | DNLYIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | DONNELLY |
| ID | DRGSIDMA | COLUMBINE TELCO DBA SILVER STAR COMMUNICATIPMS | ILEC | DRIGGS |
| ID | DUBSIDXC | MUD LAKE TELEPHONE COOPERATIVE ASSOICATION, INC. | ILEC | DUBOIS |
| ID | EKBNDXC | CUSTER TELEPHONE COOPERATIVE, INC. | ILEC | ELK BEND |
| ID | ELBAIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ELBA |
| ID | FILRIDAA | FILER MUTUAL TELEPHONE CO. | ILEC | FILER |
| ID | FRDMWYXC | SILVER STAR TELEPHONE CO., INC. | ILEC | ALPINE |
| ID | FRFDIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | FAIRFIELD |
| ID | FRFDWAXA | FRONTIER COMMUNICATIONS NORTHWEST INC. - WA | ILEC | ROCK CREEK |
| ID | FRLDIDXX | FARMERS MUTUAL TELEPHONE CO. | ILEC | FRUITLAND |
| ID | GENSIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | GENESEE |
| ID | GLFYIDCO | RURAL TELEPHONE CO. | ILEC | PRAIRIE |
| ID | GRVWIDXC | CENTURYTEL GEM STATE INC-ID DBA CENTURYLINK - ID | ILEC | GRAND VIEW |
| ID | GRVYIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | GARDEN VLY |
| ID | HAMRIDXC | MUD LAKE TELEPHONE COOPERATIVE ASSOICATION, INC. | ILEC | HAMER |
| ID | HLBKIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | HOLBROOK |
| ID | HLSTIDXC | FILER MUTUAL TELEPHONE CO. | ILEC | HOLLISTER |
| ID | HMDLIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | HOMEDALE |
| ID | HOPEIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | HOPE |
| ID | HOWEIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ARCO |
| ID | HRBNIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | HORSEHBEND |
| ID | HRSNIDXA | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | HARRISON |
| ID | HYLKIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | HAYDENLAKE |
| ID | IRWNIDXC | SILVER STAR TELEPHONE CO., INC. | ILEC | IRWIN |
| ID | JLTTIDXA | POTLATCH TELEPHONE CO., INC. | ILEC | JULIAETTA |
| ID | KLGRIDXC | MUD LAKE TELEPHONE COOPERATIVE ASSOICATION, INC. | ILEC | KILGORE |
| ID | KLLGIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | KELLOGG |
| ID | KNDRIDXX | POTLATCH TELEPHONE CO., INC. | ILEC | KENDRICK |
| ID | LEDRIDXC | CENTURYTEL OF IDAHO, INC. DBA CENTURYLINK | ILEC | LEADORE |
| ID | LENRIDXA | INLAND TELEPHONE CO. | ILEC | LENORE |
| ID | LWMNIDXC | CAMBRIDGE TELEPHONE COMPANY | ILEC | LOWMAN |
| ID | MALTIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | MALTA |
| ID | MCCLIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | MCCALL |
| ID | MCKYIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | MACKAY |
| ID | MDVAIDXC | MIDVALE TELEPHONE EXCHANGE, INC. | ILEC | MIDVALE |
| ID | MLCYIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | MALAD |
| ID | MLLNIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | MULLAN |
| ID | MNDKIDXC | PROJECT MUTUAL TELEPHONE COOP. ASSOCIATION, INC. | ILEC | MINIDOKA |
| ID | MNVWIDXC | MUD LAKE TELEPHONE COOPERATIVE ASSOICATION, INC. | ILEC | MONTEVIEW |
| ID | MOORIDXC | ALBION TELEPHONE CO. DBA ATC COMMUNICATIONS | ILEC | ARCO |
| ID | MRNGIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | MARSING |
| ID | MSCWIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | MOSCOW |
| ID | NFRKIDXC | CENTURYTEL OF IDAHO, INC. DBA CENTURYLINK | ILEC | SALMON |
| ID | NWMDIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | NEWMEADOWS |
| ID | NWPTWAXX | FRONTIER COMMUNICATIONS NORTHWEST INC. - WA | ILEC | ALBENI |
| ID | OKLYIDXC | PROJECT MUTUAL TELEPHONE COOP. ASSOCIATION, INC. | ILEC | OAKLEY |
| ID | ORFNIDXC | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | OROFINO |
| ID | PARMIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | PARMA |
| ID | PARSIDXC | DIRECT COMMUNICATIONS ROCKLAND, INC. | ILEC | PARIS |
| ID | PAULIDXC | PROJECT MUTUAL TELEPHONE COOP. ASSOCIATION, INC. | ILEC | PAUL |
| ID | PLMRIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | PLUMERWRLY |
| ID | PNHRIDXA | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | KELLOGG |

Boomerang Wireless, LLC.
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| STATE | SHORT SWITCH | OCN_NAME | CATEGORY | RC ABBRE |
|-------|--------------|--|----------|-------------|
| ID | PRLKIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | PRIESTLAKE |
| ID | PRRVIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | PRIEST RIV |
| ID | PSFLIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | BLUEBELL |
| ID | PTLTIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | POTLATCH |
| ID | RCFDIDXC | CENTURYTEL GEM STATE INC-ID DBA CENTURYLINK - ID | ILEC | RICHFIELD |
| ID | RKLDIDXC | DIRECT COMMUNICATIONS ROCKLAND, INC. | ILEC | ROCKLAND |
| ID | RPRTIDXC | PROJECT MUTUAL TELEPHONE COOP. ASSOCIATION, INC. | ILEC | RUPERT |
| ID | RTHDIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | RATHDRUM |
| ID | SLMNIDXC | CENTURYTEL OF IDAHO, INC. DBA CENTURYLINK | ILEC | SALMON |
| ID | SNPNIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | SANDPOINT |
| ID | SPFDIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | SPRINGFLD |
| ID | SPLKIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | SPIRITLAKE |
| ID | STATIDMA | FREMONT TELCOM CO | ILEC | ASHTON |
| ID | STMRIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | ST MARIES |
| ID | SWETIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | SWEET |
| ID | TROYIDXX | POTLATCH TELEPHONE CO., INC. | ILEC | TROY |
| ID | TRTNIDXC | MUD LAKE TELEPHONE COOPERATIVE ASSOICATION, INC. | ILEC | TERRETON |
| ID | WAYNIDXC | SILVER STAR TELEPHONE CO., INC. | ILEC | WAYAN |
| ID | WLDRIDXC | CITIZENS TELECOM IDAHO-FRONTIER COMM OF IDAHO | ILEC | WILDER |
| ID | WLLCIDXX | FRONTIER COMMUNICATIONS NORTHWEST, INC. - ID | ILEC | WALLACE |
| ID | WRLKIDXC | MIDVALE TELEPHONE EXCHANGE, INC. | ILEC | WARM LAKE |
| ID | BOISID62 | SPRINT SPECTRUM L.P. | PCS | POCATELLO |
| ID | BOISIDVV | LEAP WIRELESS INTL, INC. DBA CRICKET COMM, INC. | PCS | BOISE |
| ID | BRLYIDAS | SYRINGA WIRELESS, LLC | PCS | BURLEY |
| ID | CRALIDEM | LEAP WIRELESS INTL, INC. DBA CRICKET COMM, INC. | PCS | COERDALENE |
| ID | MNVWYXXC | UNION TELEPHONE COMPANY | PCS | POCATELLO |
| ID | PCTLIDMA | SYRINGA WIRELESS, LLC | PCS | POCATELLO |
| ID | PCTLIDMA | GOLD STAR COMMUNICATIONS, LLC | PCS | DRIGGS |
| ID | PSFLIDAA | SPRINT SPECTRUM L.P. | PCS | SANDPOINT |
| ID | SDSPIDAS | GOLD STAR COMMUNICATIONS, LLC | PCS | IRWIN |
| ID | SPKNWAGQ | SPRINT SPECTRUM L.P. | PCS | LEWISTON |
| ID | TWFLIDSG | SYRINGA WIRELESS, LLC | PCS | TWIN FALLS |
| ID | AMFLIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | BLFTIDMA | QWEST CORPORATION | RBOC | BLACKFOOT |
| ID | BLSSIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | BNCRIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | BOISIDMA | QWEST CORPORATION | RBOC | BOISE |
| ID | BOISIDNW | QWEST CORPORATION | RBOC | BOISE |
| ID | BOISIDSW | QWEST CORPORATION | RBOC | BOISE |
| ID | BOISIDWE | QWEST CORPORATION | RBOC | BOISE |
| ID | BRLYIDMA | QWEST CORPORATION | RBOC | BURLEY |
| ID | BUHLIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | CLWLIDMA | QWEST CORPORATION | RBOC | CALDWELL |
| ID | CRGMID01 | QWEST CORPORATION | RBOC | CRAIGMONT |
| ID | CSFRIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | CTWDID01 | QWEST CORPORATION | RBOC | COTTONWOOD |
| ID | DECLIDMA | QWEST CORPORATION | RBOC | BURLEY |
| ID | DWNYIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | DYTNIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | EAGLIDNM | QWEST CORPORATION | RBOC | BOISE |
| ID | EDHZIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | EMMTIDMA | QWEST CORPORATION | RBOC | EMMETT |
| ID | FKLNIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | FRTHIDMA | QWEST CORPORATION | RBOC | IDAHO FALLS |
| ID | GAVLID01 | QWEST CORPORATION | RBOC | GRANGEVL |
| ID | GDNGIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | GLFYIDMA | QWEST CORPORATION | RBOC | MT HOME |
| ID | GRACIDMA | QWEST CORPORATION | RBOC | POCATELLO |

Boomerang Wireless, LLC.
Idaho Proposed Wire Center List
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| STATE | SHORT SWITCH | OCN_NAME | CATEGORY | RC ABBRE |
|-------|--------------|--|----------|-------------|
| ID | HALYIDMA | QWEST CORPORATION | RBOC | KETCHUM |
| ID | HGMNIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | IDCYIDMA | QWEST CORPORATION | RBOC | BOISE |
| ID | IDFLIDMA | QWEST CORPORATION | RBOC | IDAHO FALLS |
| ID | INKMIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | JERMIDNM | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | KMBRIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | KOSKID01 | QWEST CORPORATION | RBOC | KOOSKIA |
| ID | KTCHIDMA | QWEST CORPORATION | RBOC | KETCHUM |
| ID | KUNADMA | QWEST CORPORATION | RBOC | BOISE |
| ID | LAPWID01 | QWEST CORPORATION | RBOC | LAPWAI |
| ID | LHSPIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | LSMNIDMA | QWEST CORPORATION | RBOC | RIGBY |
| ID | LSTNIDSH | QWEST CORPORATION | RBOC | LEWISTON |
| ID | MCCMIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | MDTNIDMA | QWEST CORPORATION | RBOC | BOISE |
| ID | MELBIDMA | QWEST CORPORATION | RBOC | MELBA |
| ID | MRDNIDMA | QWEST CORPORATION | RBOC | BOISE |
| ID | MRTGIDMA | QWEST CORPORATION | RBOC | MURTAUGH |
| ID | MTHOIDMA | QWEST CORPORATION | RBOC | MT HOME |
| ID | MTHOIDS0 | QWEST CORPORATION | RBOC | MT HOME |
| ID | MTPLIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | NMPAIDMA | QWEST CORPORATION | RBOC | NAMPA |
| ID | NPMOIDMA | QWEST CORPORATION | RBOC | NEW PLYMTH |
| ID | NZPRID01 | QWEST CORPORATION | RBOC | NEZPERCE |
| ID | PCTLIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | PCTLIDNO | QWEST CORPORATION | RBOC | POCATELLO |
| ID | PSTNIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | PYTTIDMA | QWEST CORPORATION | RBOC | PAYETTE |
| ID | RBRTIDMA | QWEST CORPORATION | RBOC | RIGBY |
| ID | RGBYIDMA | QWEST CORPORATION | RBOC | RIGBY |
| ID | RIRIIDMA | QWEST CORPORATION | RBOC | IDAHO FALLS |
| ID | RVSDIDMA | QWEST CORPORATION | RBOC | BLACKFOOT |
| ID | RXBGIDMA | QWEST CORPORATION | RBOC | IDAHO FALLS |
| ID | SDSPIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | SHLYIDMA | QWEST CORPORATION | RBOC | IDAHO FALLS |
| ID | SHSHIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | STARIDNM | QWEST CORPORATION | RBOC | BOISE |
| ID | THTCIDMA | QWEST CORPORATION | RBOC | POCATELLO |
| ID | TWFLIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | WESRIDMA | QWEST CORPORATION | RBOC | WEISER |
| ID | WNDLIDMA | QWEST CORPORATION | RBOC | TWIN FALLS |
| ID | BLFTID01 | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | BLACKFOOT |
| ID | BOISID15 | T-MOBILE USA, INC. | WIRELESS | TWIN FALLS |
| ID | BOISID37 | NEXTEL COMMUNICATIONS, INC. | WIRELESS | CALDWELL |
| ID | BOISIDMA | NEXTEL COMMUNICATIONS, INC. | WIRELESS | KETCHUM |
| ID | BOISIDMA | ALLIED WIRELESS COMMUNICATIONS LLC DBA ALLTEL-ID | WIRELESS | SALMON |
| ID | BOISIDMA | NEW CINGULAR WIRELESS PCS, LLC | WIRELESS | BOISE |
| ID | BOISIDTH | JOSEPH B. MCNEAL DBA PAGEDATA | WIRELESS | POCATELLO |
| ID | BOISIDTH | JOSEPH B. MCNEAL DBA WAVESENT, LLC | WIRELESS | POCATELLO |
| ID | BOISIDVP | T-MOBILE USA, INC. | WIRELESS | TWIN FALLS |
| ID | BRLYIDAB | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | BURLEY |
| ID | CRALIDAB | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | OROFINO |
| ID | CRALIDAB | NEW CINGULAR WIRELESS PCS, LLC | WIRELESS | BAYVIEW |
| ID | CRALIDBF | COEUR D ALENE ANSWERING SERVICE, INC. | WIRELESS | COERDALENE |
| ID | CRALIDCY | T-MOBILE USA, INC. | WIRELESS | COERDALENE |
| ID | EAGLIDAA | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | ABERDEEN |
| ID | GAVLIDAX | WASHINGTON RSA NO. 8 LIMITED PARTNERSHIP | WIRELESS | GRANGEVIL |

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| STATE | SHORT SWITCH | OCN_NAME | CATEGORY | RC ABBRE |
|-------|--------------|--|----------|------------|
| ID | HRBNIDAB | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | HORSEHBEND |
| ID | IDFLIDMA | NEXTEL COMMUNICATIONS, INC. | WIRELESS | POCATELLO |
| ID | LSTNID13 | WASHINGTON RSA NO. 8 LIMITED PARTNERSHIP | WIRELESS | LEWISTON |
| ID | LSTNIDBB | CLARK COMMUNICATIONS, INC. | WIRELESS | LEWISTON |
| ID | MLWDWAAA | NEW CINGULAR WIRELESS PCS, LLC | WIRELESS | LEWISTON |
| ID | MSCWIDDL | WASHINGTON RSA NO. 8 LIMITED PARTNERSHIP | WIRELESS | MOSCOW |
| ID | ORFNID02 | WASHINGTON RSA NO. 8 LIMITED PARTNERSHIP | WIRELESS | OROFINO |
| ID | PCTLID12 | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | POCATELLO |
| ID | PCTLID26 | T-MOBILE USA, INC. | WIRELESS | POCATELLO |
| ID | PCTLIDMA | CUSTER TELEPHONE COOPERATIVE, INC. | WIRELESS | POCATELLO |
| ID | PCTLIDSG | NEW CINGULAR WIRELESS PCS, LLC | WIRELESS | POCATELLO |
| ID | PSFLIDAA | NEXTEL COMMUNICATIONS, INC. | WIRELESS | SANDPOINT |
| ID | SNPNID03 | T-MOBILE USA, INC. | WIRELESS | SANDPOINT |
| ID | SPKNWA01 | NEXTEL COMMUNICATIONS, INC. | WIRELESS | LEWISTON |
| ID | SPKNWA01 | ALLIED WIRELESS COMMUNICATIONS LLC DBA ALLTEL-ID | WIRELESS | GRANGEVL |
| ID | SPKNWA98 | T-MOBILE USA, INC. | WIRELESS | LEWISTON |
| ID | SPKNWAQR | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | LEWISTON |
| ID | SWVYIDAA | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | IRWIN |
| ID | TWFLIDMA | NEXTEL COMMUNICATIONS, INC. | WIRELESS | TWIN FALLS |
| ID | WESRIDAA | CELLCO PARTNERSHIP DBA VERIZON WIRELESS - ID | WIRELESS | WEISER |

Exhibit B

Articles of Incorporation



No. W00558689
Date: 02/08/2008

SECRETARY OF STATE

490DLC-000357573
BOOMERANG WIRELESS, LLC

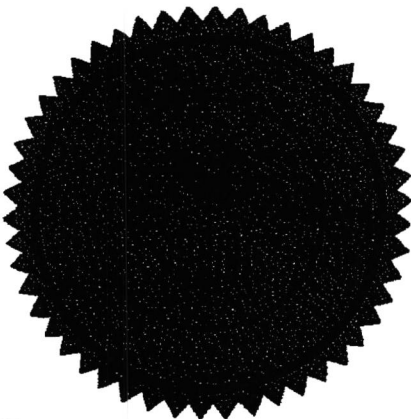
ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Organization

The document was filed on February 7, 2008, at 05:29 PM, to be effective as of February 7, 2008, at 05:29 PM.

The amount of \$50.00 was received in full payment of the filing fee.



Michael A. Mauro

MICHAEL A. MAURO SECRETARY OF STATE



Printed on
Recycled Paper

357573

ARTICLES OF ORGANIZATION

OF

BOOMERANG WIRELESS, LLC

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 301 of the Iowa Limited Liability Company Act, the undersigned adopts the following Articles of Organization:

ARTICLE I

NAME

The name of the limited liability company is BOOMERANG WIRELESS, LLC (the "Company").

ARTICLE II

INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the Company's initial registered office is 115 Third Street SE, Suite 1200, Cedar Rapids, IA 52401-1266, and the name of its initial registered agent at that office is David J. Zylstra.

ARTICLE III

PRINCIPAL OFFICE

The street address of the Company's principal office is 7424 Hampshire Drive NE, Cedar Rapids, IA 52402.

ARTICLE IV

MANAGEMENT

The business and affairs of the Company shall be governed by its Managers in the manner described in the Company's Operating Agreement. No Manager's, Member's, officer's or other person's action will bind the Company except as authorized pursuant to the Company's Operating Agreement.

523490 ARTO30 \$50.00 DMC 2 28408

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RECEIVED TIME FEB. 7. 5:29PM

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ARTICLE V

PERIOD OF DURATION

The Company's existence will commence upon the acceptance of these Articles of Organization for filing with the Secretary of State of Iowa in accordance with the Iowa Limited Liability Company Act and will have a perpetual duration, unless dissolved sooner in accordance with the Iowa Limited Liability Company Act.

ARTICLE VI

NON-LIABILITY AND INDEMNIFICATION

A. A Manager or Member of this Company shall not be personally liable to the Company or its Members for any action taken, or failure to take any action as a Manager or as a Member with which management is vested, except for liability for: (i) the amount of a financial benefit received by a Manager or Member to which the Manager or Member is not entitled; (ii) an intentional infliction of harm on the Company; (iii) a violation of Section 807 of the Iowa Limited Liability Company Act (or any similar provision of any subsequent law enacted in Iowa); or (iv) an intentional violation of criminal law.

B. The Company may, pursuant to the Operating Agreement or by unanimous vote of the disinterested Members, indemnify and advance expenses to each individual who is or was a Manager or Member of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

C. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members, or otherwise.

D. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Member or officer existing at the time of such repeal or amendment.

ARTICLE VII

EFFECTIVE DATE

These Articles of Organization shall be effective on the date of filing.

DATED this 7th day of February, 2008.


Dennis Henderson, Organizer

FILED
IOWA
SECRETARY OF STATE

2-7-08
5:29 PM
W558689



State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

BOOMERANG WIRELESS, LLC

File Number W-114106

I, LAWERENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of IOWA and filed for authorization to transact business in Idaho on 5/21/2012.

I FURTHER CERTIFY That the limited liability company's certificate of authority has not been canceled.

Dated: 7/20/2016 4:16 PM



A handwritten signature in black ink, reading "Lawrence Denney".

SECRETARY OF STATE

Authentic Access Idaho Document (<http://www.accessidaho.org/public/portal/authenticate.html>)
Tag: b5ae5f5ff8d74087782df4a0b45d70a628f53e3e101a64e7d5a862f094e39aa071ce5c5babc2e499

Exhibit C

Boomerang Officers Bios

Executive Biographies

Dennis Henderson, CEO & Owner

Dennis Henderson is the CEO and co-founder of HH Ventures, Ready Wireless LLC and Boomerang. In this role, Dennis is responsible for the strategic vision, executive team development, and senior relationships with key suppliers, investors and partners. During his tenure, the company has experienced significant growth, and has delivered profitable results to shareholders.

In his 25 year career in the telecommunications industry, Dennis has held senior level positions in high growth, entrepreneurial companies including McLeod USA. This background afforded him insight into both carrier and distribution business models, including work with the leading national US wireless carriers, top tier retailers, and C-level executives in enterprise accounts. His industry relationships and creative approach to partnering has led Ready Wireless to become a significant aggregator of MVNO's in the United States. His successes include building Ready Mobile PCS, a prepaid wireless brand powered by Ready Wireless, which boasts distribution through 80K retail rooftops, a strong ecommerce business and emerging mobile commerce revenues.

Dennis was awarded the Corridor Business Journal Entrepreneur of the Year in 2009. He holds a BA and MBA from the University of Iowa.

Fred Haumesser, Executive Vice President & Owner

Fred Haumesser is the Exec VP of Sales and co-founder of HH Ventures, Ready Wireless LLC and Boomerang. In this role, he has primary responsibility for revenue and margin performance of existing business including retail and ETC partnerships. He also leads business development efforts to build new distribution channels and partnerships. Fred's talent in networking and relationship development has led to major national retail opportunities, including Walgreens, CVS, and Aarons as well as large white label customers including AAA, Global Communication of America.

Fred has held senior level sales and business development positions in high growth, entrepreneurial companies including VP Sales at Titan Wireless. Fred also has significant experience in Direct to Consumer business models from his experience with The Allant Group.

His successes include building Ready Mobile PCS, a prepaid, wireless brand powered by Ready Wireless, which boasts distribution through 80K retail rooftops, a strong ecommerce business and emerging mobile commerce revenues.

Executive Biographies

Kim Lehrman, President Boomerang Wireless

Kim Lehrman is the President of Boomerang Wireless. In this role she is responsible for leading and establishing Boomerang as a premier Lifeline Service provider in the country. As the Chief Marketing Officer, Kim is also responsible for building the corporate brand and product portfolio to reach profitable customer segments. She leads product research, vendor relationships, channel marketing and design efforts.

Kim is an accomplished senior executive who has spent her career in high growth, entrepreneurial companies building brands and increasing shareholder value. Before joining Ready Wireless, Kim rose to the position of President of the third largest greeting card company in the US- Marian Heath Greeting Cards. Her technology background includes 15 years in senior level management positions in software, internet and telecomm companies. She was Owner/ VP Marketing in an internet start-up, LIVEware5, which was purchased by McLeod USA. During Parsons Technology's rapid ascent in the productivity software market, Kim was a member of the executive team and had P&L responsibility for the retail & licensing division.

Kim graduated magne cum laude with a BBA from the University of Iowa. She has a personal interest in organizational & talent development.

Jim Balvanz, Chief Financial Officer

Jim Balvanz is the Chief Financial Officer of HH Ventures, Ready Wireless and Boomerang Wireless. In this role he has responsibility for financial relationships & reporting to stakeholders. He leads all budgeting, business planning, forecasting, product profitability analysis, and revenue assurance. He is highly engaged with regulatory compliance, and is the primary contact for legal and governmental liaison.

Jim has over 30 years of financial auditing & accounting executive experience primarily in telecommunications & call center industries. During the fast past growth of McLeod USA he was the VP of Finance Operations at this publicly held company. At Teleconnect, he led the financial operations as well during a time of successful growth and profitability, which led to the company being acquired by MCI.

Jim is a graduate of University of Northern Iowa, holding a BBA. He is a CPA.

Julia Redman-Carter, Regulatory and Compliance Officer

Julia Redman-Carter has had a successful 26 year career in the telecommunications industry, with over 20 years focused on regulatory and compliance roles. For major carriers, including US West, McLeod USA and PAETEC, she has worked directly with Public Utility Commissions and national organizations. Her expertise includes translating federal and state legislation into methods and procedures that ensure the company is aligned with regulatory requirements. She is skilled at creating audit management systems which monitor and report on the company compliance history. The systems and processes she creates allow for broad communication across the organization ensuring all individuals are trained in their roles related to meeting federal and state guidelines. Julia's responsibilities over the last 15 months have been to build the enTouch Wireless regulatory and compliance programs which are on the forefront of industry practice.

Other skill sets Julia has developed include: telecommunications interconnection negotiations, and merger and acquisition due diligence. Her attention to detail and understanding of the legal and business ramifications of decisions makes her a trusted partner and advisor.

Julia holds a BA Metropolitan State College in Denver, Colorado and a JD from the University of Colorado in Boulder.

Executive Biographies

Dana Pinter Karasek, Vice President Administration

Dana Pinter Karasek is an experienced telecommunications executive with extensive knowledge of billing systems, network turn ups, and cross functional strategic program management. Dana is responsible for program management with our network, systems partners, and clients ensuring our projects are completed on time, on budget and on specification.

Dana is a graduate of the University of Iowa and holds a BBA.

Mike Schmidt, Chief Technology Officer

Mike Schmidt has a proven track record of leading technology teams to model & build foundational system infrastructure allowing for organizational growth, flexibility and cost management. Mike is responsible for building a strong internal technology team to create a flexible, robust business platform. He also manages external partners as we integrate systems and networks into our MVNO Engine.

Jake Poshusta, Director of Operations

Jake Poshusta, Director of Operations, is responsible for field audits, field support and internal process development and implementation. With over 17 years of telecommunications experience with Verizon Jake has managed many functions which are critical to the ETC business. These include: process development and auditing; managing compliance teams; leading training efforts for cross functional teams to ensure adherence to company policy. He is a graduate of Mount Mercy College with degrees in Business Management and Accounting.

Eric Klein, Controller

Eric Klein, Controller, has 15 years of experience in the highly regulated waste management industry with Waste Management Inc. He has also held the role of Controller for entrepreneurial companies. Eric has proven talent for developing, communicating and auditing financial and government regulatory standards in companies. Providing accurate, timely and complete reporting to senior management and third party audit firms has been a centerpiece of his roles. Eric is also an experienced manager who puts internal controls and processes in place to provide continual feedback on key metrics and legal requirements. Eric is a graduate of Iowa State University with a BA in Accounting and he is a licensed CPA.

Kevin Rigdon, Director of Data & Systems Management

Kevin Rigdon, Director of Data & Systems Management, is a seasoned telecommunication executive with 30 years of experience managing systems, network and platform teams. At Teleconnect/MCI Kevin held management roles in the IT organization. He also managed the billing and order management systems at McLeod USA a large CLEC. Start-up experience includes time in New Zealand building a new phone company called Clear Communications. At Yellow Book he helped them pivot their strategy from publishing to online marketing. Kevin uses these experiences to guide enTouch Wireless systems and process development to support the company growth and ensure we have management information and reporting with high integrity.

Exhibit D

FCC Compliance Plan

KELLEY DRYE & WARREN LLP

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July 26, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Boomerang Wireless, LLC Revised Compliance Plan; WC Docket Nos.
09-197, 11-42

Dear Ms. Dortch:

On March 1, 2012, Boomerang Wireless, LLC ("Boomerang") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On April 12, 2012, May 22, 2012, June 13, 2012 and June 29, 2012 Boomerang submitted revised Compliance Plans to provide additional details.

Boomerang has further revised its Compliance Plan (p. 18) at the request of FCC Staff to explain that Boomerang's customers may de-enroll from Lifeline supported service at any time by simply calling Boomerang's toll-free customer service line. Boomerang does not require submission of a written request by facsimile or otherwise. In addition, Boomerang is no longer offering a 68 minute Lifeline plan and its Compliance Plan and Lifeline application form have been revised accordingly.

Boomerang hereby re-submits its complete Compliance Plan with the above revisions. Based on the minor nature of these changes, Boomerang reiterates its request for expeditious approval of its Compliance Plan.

¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012).

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
July 26, 2012
Page Two

This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Boomerang Wireless, LLC

cc: Kim Scardino
Divya Shenoy
Garnet Hanly

**Before the
Federal Communications Commission
Washington, D.C. 20554**

| | | |
|--------------------------------------|---|----------------------|
| In the Matter of |) | |
| |) | |
| Telecommunications Carriers Eligible |) | WC Docket No. 09-197 |
| To Receive Universal Service Support |) | |
| |) | |
| Lifeline and Link Up Reform and |) | WC Docket No. 11-42 |
| Modernization |) | |

BOOMERANG WIRELESS, LLC REVISED COMPLIANCE PLAN

Boomerang Wireless, LLC d/b/a Ready Mobile ("Boomerang" or the "Company") is a prepaid wireless telecommunications carrier seeking designation as an eligible telecommunications carrier ("ETC") for the limited purpose of offering service supported by the Lifeline program.¹ Boomerang seeks to avail itself of the Federal Communications Commission's ("Commission") grant of forbearance from the "own-facilities" requirement contained in Section 214(e)(1)(A),² subject to certain conditions set forth in the Commission's Order released February 6, 2012.³ Specifically, the Commission provided that a carrier seeking to become a Lifeline-only ETC must comply with certain 911 requirements and file a compliance plan "providing specific information regarding the carrier's

¹ Boomerang currently has pending a petition for designation as a Lifeline-only ETC in certain states. See Amended Petition of Boomerang Wireless, LLC for Designation as an Eligible Telecommunications Carrier in Alabama, Connecticut, Delaware, the District of Columbia, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed June 6, 2012) ("Petition"). Boomerang seeks authorization to provide Lifeline-only service to residents of Tribal lands as well. Boomerang respectfully requests to incorporate the commitments made herein into the pending Petition.

² 47 U.S.C. § 214(e)(1)(A).

³ *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) ("Lifeline Reform Order").

service offerings and outlining the measures the carrier will take to implement the obligations contained in [the] Order.”⁴

Boomerang submits this Revised Compliance Plan (“Compliance Plan”) to detail the policies, procedures and training programs it has developed to guard against waste, fraud and abuse in the Lifeline program. This Revised Compliance Plan is intended to replace Boomerang’s previously filed compliance plan. Boomerang has continued to refine its planned policies and procedures for enrolling eligible Lifeline customers and providing Lifeline services in accordance with the Commission’s Lifeline rules, has formed partnerships and has formulated and adopted internal policies, procedures and training materials in line with the Commission’s Lifeline reform. This Compliance Plan discusses in more detail Boomerang’s plans for qualifying and enrolling eligible customers, includes more specifics about how Boomerang will review eligibility documentation and guard against households receiving duplicate subsidies, and the process for service activation in compliance with the Commission’s new rules.

In this Compliance Plan, Boomerang will describe in more detail the mechanisms and partnerships it already has in place to prevent duplicate benefits to the same household. Above and beyond meeting the Commission’s requirements for guarding against duplicates, Boomerang will go a step further in its outreach by targeting currently unserved/underserved populations. A substantial market segment has not yet been reached by current ETCs. As a result, millions of eligible citizens need Lifeline-supported services but are not currently served by the program. Boomerang has partnerships and established marketing outreach experience and future plans to target this underserved population. This effort, together with Boomerang’s procedures to prevent duplicate subsidies, will serve the important public policy goals of the program to extend critical services to Americans with the greatest needs.

Boomerang’s business model, ethos and objectives support the Lifeline program and its goals. Boomerang’s commitments to comply with the Commission’s Lifeline rules serve the program

⁴ Lifeline Reform Order ¶ 368.

and allow the Company to invest its capital in consumers who meet program eligibility requirements now, but who require reliable, innovative, high quality services for the long haul. Boomerang is continuously refining and improving its practices and procedures for satisfying all of the Commission's Lifeline requirements in order to build a successful Lifeline business that serves customers with the greatest needs.

Background

Boomerang is one of three wholly owned subsidiaries of HH Ventures LLC, an Iowa company.⁵ The other two subsidiaries are enMarket, LLC ("enMarket") and Ready Wireless, LLC ("Ready Wireless"). HH Ventures LLC ("HH Ventures") is a profitable, cash flow positive wireless telecommunications holding company, which employs forty full-time employees. The company's core management team includes six senior executives with more than 100 years of combined telecom experience.

Boomerang seeks ETC designation in order to provide handsets and domestic and international voice services to low-income customers. Boomerang also intends to provide Lifeline-only service to residents of Tribal lands. Boomerang has direct, network carrier contracts with Sprint and Verizon, and is also negotiating a contract with a national GSM provider. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. Boomerang has direct, in-depth experience with building voice, data and broadband products directly with carriers.

HH Ventures formed enMarket in January 2012 to focus on event marketing and distribution for ETCs. Full time employees create neighborhood events to build awareness of the Lifeline program and to distribute phone services to eligible consumers. Event staff is trained on the program compliance requirements, as detailed more fully below, and creates a positive community experience. The company also diligently implements measures to prevent waste, fraud and abuse.

⁵ See Exhibit A for HH Holdings structure, ownership and brands.

In addition, the company has a national partnership to participate in Medicaid managed care organization community events in order to reach a population with significant needs for access to services. This unique partnership with organizations who serve Medicaid recipients is designed to reach in person transient consumers and those who otherwise do not have access to the online, telephone, or paper application process unless supported by another person at an in-person event. Again, as detailed below, employees who engage with potential subscribers at these events receive detailed and extensive training in the Commission's Lifeline eligibility, documentation and other requirements, and how to communicate these requirements clearly to potential subscribers.

Ready Wireless offers an MVNE wholesale platform for ETCs and other non-ETC white label partners as well as for the companies' own retail brands Ready Mobile, Ready Broadband and Trumpet. The platform integrates technical, infrastructure and business operations in a scalable, reliable environment. MVNO customers can select the features and capabilities that meet their business needs. Key features include:

- multiple underlying facilities-based wireless carrier networks (Sprint, Verizon, GSM);
- an integrated operating system, which includes provisioning, inventory management, interactive voice response ("IVR") systems, billing, reporting;
- device certifications, procurement, warehousing, logistics;
- program management and marketing;
- additional features to enhance user experience, such as free 411 and competitively priced international long distance; and
- access to thousands of reload locations, ensuring that ETC end user customers will be able to purchase additional services to complement their subsidized services.

Boomerang has direct control over the databases, systems and processes controlling the customer records, usage records, and reporting. This provides us direct ability to implement current Lifeline guidelines as well as evolve to meet future program policy requirements.

Ready Mobile is a national brand distributed in over 30,000 retail locations.⁶ The expertise developed to meet the rigorous operational demands of publicly traded, chain accounts (*i.e.* Walgreens, CVS, Meijers) is foundational to delivering superior services to ETC and other white label partners. Boomerang offers two wireless services under the Ready Mobile brand: ReadyMobilePCS and ReadyBroadband. ReadyMobilePCS offers data access to consumers across the country via smart phone technology using recycled, web-enabled phones with broadband data plans. Under the brand ReadyBroadband, the company also provides data access through devices such as laptops, notebooks, tower computers, and a wide array of other equipment. Both smart phones and access devices are provided with national broadband coverage and distributed through national retail chains as well as sold on the e-commerce site (www.readymobile.com).

Boomerang has direct, network carrier contracts with Sprint and Verizon and is negotiating a contract with a national GSM provider as well. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. HH Ventures and its subsidiaries have direct, in-depth experience with building voice, data and broadband products directly with carriers.

Boomerang is experienced in providing broadband data access to consumers across the country. Boomerang is poised to play a part in achieving the Commission's goal of expanding broadband access to low-income consumers. Boomerang understands that low income consumers are not early technology adopters. Accessibility and ease of use of Boomerang's products, services and systems allows low-income consumers to take advantage of the power of wireless technology so that we can close the digital divide. Adding data to phone plans is a growing trend in the low-income base of customers, but as the Commission recognizes, lags behind the national norm.

⁶ The history of the Ready Mobile brand goes back to Ready Mobile LLC. Ready Mobile LLC was formed in 2005 and was focused on retail distribution of prepaid wireless products under the Ready Mobile brand name. In May 2007, Titan Global Holdings purchased certain assets from Ready Mobile LLC that included the Ready Mobile branding. Titan operated several other telecommunications ventures. HH Ventures participated in a transaction by which it purchased certain Titan assets, including the Ready Mobile brand on January 17, 2008. None of the Titan owners are part of the HH Ventures ownership.

Boomerang will have data availability turned on in each handset distributed to Lifeline customers that could become the subscriber's daily access to the Internet if they should choose to add data services to their phone.

Because the Company already has in place nationwide distribution channels and activation processes, it is ready to offer broadband access services to low-income consumers. The Company has competitive billing plans for smart phones and other devices, including the ability to bundle data services on smart phones along with voice and text services. Because of the Company's established multi-channel, multi-partner approach, it has the ability to reach eligible consumers throughout the country. In addition, Boomerang will advertise the availability and prices of its services through a variety of mediums, including online advertising, direct marketing campaigns, print advertising, event-based distribution, seminars, lectures, pamphlet distribution, and meetings with government agencies.

Compliance Plan

This Compliance Plan describes the specific measures that Boomerang intends to implement to achieve the objectives of the Commission's Lifeline rules and policies.

I. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility set forth in the Lifeline Reform Order; the Commission's Lifeline rules and policies; the requirements, rules and policies governing the provision of Lifeline service to eligible subscribers residing on reservations or Tribal lands; the provisions of this Compliance Plan; and all laws and regulations governing Boomerang's provision of Lifeline-supported prepaid wireless services to customers throughout the United States.

II. Unrestricted Access to Basic and E911 Services and Certification of Such Access

In the Lifeline Reform Order, the Commission stated that forbearance from the “own-facilities” requirement is conditioned on a carrier seeking limited ETC designation “providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes [and] providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services” starting on the effective date of the order.⁷ Moreover, wireless resellers have an independent obligation to provide access to basic and E911 service, to the extent that the underlying facilities-based licensee has deployed the facilities necessary to deliver E911 information to the appropriate Public Safety Answering Point.⁸ Resellers also have an independent obligation to ensure that all handsets or other devices offered to their customers for voice communication are location capable.⁹

The Commission and consumers are hereby assured that all Boomerang Lifeline customers will have available access to emergency calling services at the time that Lifeline service is initiated and that such 911 and E911 access will be available from Boomerang handsets regardless of the activation status and availability of minutes. Further, Boomerang will ensure that all handsets used in connection with the Company’s Lifeline service offering are E911-compliant. In the event that an existing Boomerang customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911 compliant handset at no charge to the customer. Any new customer who qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911 compliant handset as well.

⁷ Lifeline Reform Order ¶ 373.

⁸ See 47 C.F.R. § 20.18(m).

⁹ See *id.*

III. Certification and Verification of Lifeline Customers' Eligibility

Boomerang proposes the following Compliance Plan to implement the certification and verification conditions outlined in the Lifeline Reform Order. Boomerang intends to keep these measures in effect until the Commission implements its planned national eligibility database.

A. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility established by states where it is designated as an ETC. In states where there are no state-imposed requirements, no established rules or procedures in place, or in states that do not mandate Lifeline support, Boomerang will obtain certification of eligibility at the outset and will verify consumers' Lifeline eligibility in accordance with the Commission's requirements. Boomerang shares the Commission's concerns about the potential abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent Boomerang's customers from engaging in such abuse of the program, inadvertently or intentionally.

B. Certification Procedures

Boomerang will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Boomerang employees or agents by contacting the Company in person or via telephone, facsimile or the Internet. Although the specific process for each means of contact differs slightly, as detailed below, regardless of the means of contact, at the point of sale, consumers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and with instructions for enrolling. Consumers will be enrolled in person or directed, via company literature, collateral or advertising, to a toll-free number and to the Company's website, which will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Boomerang's application form will identify that it is a "Lifeline" application. Except in states in which applicants are enrolled through a designated state agency, Boomerang will have direct contact with

all customers applying for Lifeline service, either in person through its employees, agents or representatives, or via the telephone (including facsimile) or mail.

Specifically, at events, Boomerang or enMarket personnel will explain the eligibility requirements for the program, including participation in a qualifying program or earning income below 135% of the Federal Poverty Guidelines and will verify the individual's eligibility. The Boomerang or enMarket employees will also explain the program limitation of one Lifeline service per household. In order to ensure potential customers are fully informed about the Lifeline program and the eligibility process, Boomerang will provide a sufficient number of employees at each event so that, while some individuals are handling the application and eligibility process with applicants, other individuals are available to discuss the requirements with potential customers, answer questions, identify appropriate documents and otherwise assist a customer in preparing for the application/eligibility step. enMarket employees will begin educating potential subscribers as they wait in line at events and explain the application process to prepare them. Employees are instructed that the company has zero tolerance for waste, fraud or abuse, and that they should notify a team lead immediately if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit for themselves or within the same household. At events, when a potential subscriber reaches the front of the line, representatives will again confirm that no member of the individual's household currently receives a Lifeline benefit from another carrier. The representative will mention the name of major ETCs to assist applicants in determining whether they already receive a Lifeline benefit. The representative will reiterate that Lifeline is a government benefit, and that providing false information could subject the applicant to consequences including penalty under perjury. After an applicant has completed the enrollment form, a representative will check the CGM database to determine whether anyone at the same residential address currently receives a Lifeline benefit. If so, the applicant will be asked whether the applicant is a member of a separate household residing at the same address and to complete the form created by USAC to certify that he or she resides in a separate household.

At events, upon completion of the application, representatives will photograph the documentation provided by the customer to prove identity and/or address and program- or income-based eligibility. After this information is reviewed and possibly subject to a compliance audit, described in more detail herein, Boomerang will maintain a record of the type of documentation reviewed to determine eligibility, but will not keep the documentation itself. Finally, representatives will review with the customer instructions in the welcome packet for activating the service or, if the customer explicitly requests, will activate the handset at that time. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset.

Boomerang will also be promoting sign up through online outreach. Boomerang will use search engine optimization and targeted ad placement to reach eligible low-income consumers. To apply for a Boomerang Lifeline service online, a customer will fill out an application, provide the necessary information that all prospective Lifeline customers must provide, and be taken through forms and screens that clearly explain all relevant legal eligibility requirements. If the customer is seeking to qualify for Lifeline service based on their participation in a particular program (or income level), the prospective customer may be able to either upload the forms from scanned documents or print off a Document Submission worksheet and submit the documents to Boomerang where a sales representative will input the prospective customer's information into an eligibility database (if available for the relevant state). However, in most cases, the prospective consumer will fill out the relevant eligibility forms on the computer, and then send copies of the records needed by Boomerang to verify the customer's eligibility to participate in Lifeline.

With the CGM database, all applications will be processed against the only national database compiled with over 2 million current ETC Lifeline subscribers. This real time review will identify two types of duplicate applications: individual duplicate (*i.e.* same SSN, Name, DOB, etc) or duplicate residential addresses. If the entire record is a duplicate, the applicant will receive a message that the application has been rejected. If the residential address is a duplicate, the applicant will receive instructions regarding the definition of household and the opportunity to complete a verification that

the applicant is a member of a unique household at that address that does not currently receive a Lifeline benefit.

For all application processes, Boomerang has an in-house Compliance Officer and compliance metrics to further protect against waste fraud and abuse. This includes real time review of application submissions during events and random sampling of online and paper submissions. Boomerang's internal team will provide another layer of review (*i.e.*, handwriting, submission locations, timing) to identify abuse and carry out disciplinary action.

Once the prospective customer is successfully verified by Boomerang, Boomerang will enroll the customer in the service plan selected by the customer, and then mail the selected handset to the customer. Along with the handset comes a welcome packet with instructions for activating the service. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset by following the instructions detailed herein or by making an outgoing call.

For potential subscribers who avail themselves of the toll-free number to apply for service, the IVR script will emphasize the "one Lifeline benefit per household" restriction through its interaction with the activating customer as well as review the 60 day non-usage rule and Annual Recertification requirements. If a customer wants more information, they will be passed to a live call center operator. Boomerang's sales training materials for call centers will include a discussion of the one benefit per household restriction and the need to ensure that the customer is informed of this restriction.

Boomerang will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, who interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services. The training provides an explanation of the creation and purpose of the Lifeline program, the source of funds to provide access to qualified low-income consumers, program- and income-based eligibility determinations, and a detailed explanation of the one-benefit-per-household limitation. The training emphasizes the importance of clearly explaining the eligibility criteria and limitations to applicants as well as the potential consequences for providing

false information on the application. Trainees learn what documentation is acceptable to verify program- or income-based eligibility and that they must be able to communicate this information clearly to applicants. Trainees are instructed to report to a supervisor if for any reason at all they feel that an individual is trying to abuse the program or falsify eligibility. Trainees must ask an applicant directly if they already have a Lifeline service, and more specifically, mention the names of major Lifeline service providers in the geographic area, such as Safelink, Assurance, or Stand Up Wireless. Trainees are given instruction in checking the available duplicates database to confirm whether anyone else at that residential address is receiving a Lifeline benefit, and if so, to ask the applicant if multiple households reside at the same address. Trainees are also given instruction about when to provide the additional household verification form on which the applicant will certify that his or her household is a separate economic unit and does not already receive a Lifeline benefit. Trainees are instructed on activation procedures and restrictions, including that an account may only be activated by the subscriber or upon the subscriber's express authorization to do so.

Boomerang personnel will take steps to ensure that applicants are eligible to participate in the Lifeline program. All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on state-specific income-based or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies state-specific eligibility requirements using state-specific checklists. Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months' time. Boomerang will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility, including collecting information on the enrollment form about what documentation the applicant presented to demonstrate program-based or income-based eligibility. Where Boomerang personnel conclude that proffered documentation is insufficient to establish such eligibility, Boomerang will deny the associated application and inform the applicant of the reason for such rejection. In the event that Boomerang personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at Boomerang's corporate headquarters.

Consumers who do not complete the application process in person must return the signed application and supporting documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any applicable state laws, and may verify consumers' signatures via IVR systems. Processing of consumers' applications, including review of all application forms and relevant documentation, will be performed under the Company's supervision by managers experienced in the administration of the Lifeline program.

The enrollment form will include a place where the applicant must certify by his or her signature under penalty of perjury that the applicant meets the relevant criteria and that the

applicant's representations are true and correct.¹⁰ Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements—including a statement to the effect that to the best of his or her knowledge, the applicant is not receiving Lifeline-supported service from any other Lifeline provider. Penalties for perjury will be clearly stated on the certification form. The certification will also contain language stating that a violation of the one-per-household requirement constitutes a violation of the Commission's rules and will result in the consumer's de-enrollment from the program, and could result in criminal prosecution by the United States government. Although the exact wording of the disclosure statements described above may vary on a state-by-state basis, depending on state-specific requirements or consultations with relevant state agencies, Boomerang plans for the disclosures to be consistent with the following statements:

____ The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law.

____ I understand that Lifeline is only available for one benefit per household, whether landline or wireless. To the best of my knowledge, no one in my household is receiving Lifeline service. I will only receive Lifeline from Boomerang and no other landline or wireless telephone company.

____ I am not currently receiving a Lifeline telephone service from any other landline or wireless telephone company.

____ I will not transfer my service to any other individual, including another eligible low-income consumer.

____ I understand that I may be required to verify my continued eligibility for Boomerang's Lifeline service at any time and that failure to do so will result in termination of Lifeline benefits.

____ I will notify Boomerang immediately if I no longer qualify for Lifeline or if I have a question as to whether I would still qualify.

In accordance with the Lifeline Reform Order, Boomerang will not retain copies of eligibility documentation, but rather will maintain accurate records detailing how the customer demonstrated his or her eligibility. Boomerang will check the eligibility of consumers seeking to enroll in Lifeline

¹⁰ A copy of Boomerang's proposed enrollment and certification form is attached at Exhibit B.

either by accessing electronic eligibility databases, where available, or by reviewing documentation from the consumer demonstrating his or her eligibility for Lifeline service. Where the Company is able to access a state or federal database to make determinations about customer eligibility, the Company or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline. In instances where a state agency or third-party administrator is responsible for the initial determination of consumer eligibility, Boomerang will rely on the state identification or database.

Boomerang personnel will assist applicants in determining whether they are ineligible to participate in the Lifeline program because a member of the applicant's household already is benefiting from a Lifeline discount. Boomerang will establish safeguards to prevent individual subscribers and households from receiving more than one benefit. Boomerang personnel will explain in prominent, plain, easily comprehensible language to all new and potential subscribers that no consumer is permitted to receive more than one Lifeline subsidy. Boomerang will emphasize the one-per-household restriction in its contacts with potential customers. Boomerang personnel also will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported service," and ability to determine whether he or she is already benefiting from Lifeline support by identifying the leading wireline and wireless Lifeline offerings in the relevant market by brand name.

Boomerang's Lifeline application forms will require each applicant to provide his or her name and primary residential address and a billing address for the service if the consumer's billing address differs from his or her residential address. The application form will clearly state that Lifeline participants must provide their new address to the Company within 30 days of moving. Boomerang will incorporate this information into its customer information database.

Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against the CGM compiled database to determine whether or not it is associated with a customer that already receives Boomerang Lifeline service, and will then review the application to

ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one service associated with the address. Boomerang Wireless has aligned with CGM, LLC of Roswell, Georgia, a Lifeline service bureau, to participate in the only national effort to match ETC applications against current ETC participants. This recognized compliance software provider is working across the industry to help minimize duplicate service to eligible households. CGM's growing database currently includes more than two million of the 15 million current ETC subscribers. As of this writing, it is, to Boomerang's knowledge, the largest pooled national database.

Boomerang has contracted with CGM to check each name/address combination against its aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Boomerang or any other CGM client. The database dip is done simultaneously with customer sign-up through an API connection between Boomerang's provisioning platform and CGM. This check ensures that each applicant is not receiving a duplicate subsidy, as well as identifying those customers who share an address with current Boomerang customers and, therefore, may warrant further review. If Boomerang determines that an individual at the applicant's residential address is currently receiving Lifeline-supported service, the Company will take an additional step to ensure that the applicant and the current subscriber are part of different households. In order to make this demonstration, Boomerang will require applicants to complete and submit to the Company a written document developed by USAC consistent with the Commission's directions in the Lifeline Reform Order.¹¹ Boomerang will deny the Lifeline application of any such individual residing at the same address as a current Lifeline subscriber who is part of the same household and will advise the applicant of the basis for the denial.

Prior to requesting a subsidy, Boomerang, in conjunction with CGM, will process and validate its subsidy data to prevent duplicate same-month Lifeline subsidies. Any household that is already receiving a Lifeline subsidy will automatically be prevented from receiving a second Lifeline subsidy in that same month. Boomerang will immediately de-enroll any subscriber whom Boomerang knows

¹¹ See Lifeline Reform Order ¶ 84.

is receiving Lifeline-supported service from another ETC or knows is no longer eligible. Additionally, each month, CGM will process and validate the Company's subsidy data to prevent: (1) duplicate same-month Lifeline subsidies (Double Dip): any name/address that is already receiving a Lifeline subsidy from the Company will be automatically prevented from receiving a second Lifeline subsidy in that same month; and (2) inactive lines receiving subsidy. CGM's audits also compare all subsidy requests to Boomerang's underlying carrier invoice to ensure that subsidies are requested only for active lines. This process ensures that Boomerang does not request multiple subsidies from the Universal Service Fund.

In addition, prior to requesting a subsidy, Boomerang will ensure that the customer has activated the service in accordance with the Commission's requirements. Boomerang will provide phone activation instructions in a welcome package provided with the handset and, at events, will review these instructions with the customer. The activation process will allow the end user to proactively establish service and have an opportunity to receive additional training on the device and services available.

C. Procedures for Verification of Ongoing Consumer Eligibility

As required by the Commission's Lifeline Reform Order, Boomerang will require every customer enrolled in the Lifeline program to verify on an annual basis that he or she receives Lifeline-supported service only from Boomerang and, to the best of his or her knowledge, no one else in the subscriber's household is receiving a Lifeline-supported service. Boomerang will submit all required information to the relevant Tribal governments, as applicable, including its aggregated re-certification data and annual re-certification results for subscribers residing on reservations or Tribal lands. This re-certification may be done on a rolling basis throughout the year. Where ongoing eligibility cannot be determined through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will recertify the continued eligibility of all of its subscribers by contacting them— either in person, in writing, by phone, by text message, by email, or otherwise

through the Internet—to confirm their continued eligibility. Such certifications may be obtained through a written format, an IVR system, or a text message, in accordance with the Lifeline Reform Order.¹² In states where a state agency or a third party has implemented a database that carriers may query to recertify the consumer's continued eligibility, the Company (or state agency or third party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of recertification.

Boomerang will notify each of its Lifeline consumers by mail that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Boomerang. Boomerang will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Any subscriber who does not respond to the impending termination letter within 30 days to demonstrate that his or her Lifeline service should not be terminated will be de-enrolled from the Company's Lifeline program.

De-Enrollment for Ineligibility. If Boomerang has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, Boomerang will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹³ A demonstration of eligibility must comply with the annual verification procedures found in new rule section 54.410(f), including the submission of a completed and signed certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

¹² See Lifeline Reform Order ¶¶ 130, 132.

¹³ See Lifeline Reform Order, ¶ 143; 47 C.F.R. § 54.405(e)(1).

IV. Additional Measures to Prevent Waste, Fraud and Abuse

A. Usage Requirement

Boomerang will implement policies and procedures to ensure that it does not obtain Lifeline support for an inactive subscriber who has failed to use his or her service in the first instance or has discontinued using the service.

Boomerang will not seek universal service support for a qualifying low-income consumer until that individual subscriber uses the supported service to either activate the service or complete an outgoing call. Boomerang will provide phone activation instructions in its event and online or paper product packages. The activation process will allow the end user to proactively activate service and have an opportunity to receive additional training on the device and services available. Specifically, to activate service, customers will be instructed to call the Boomerang IVR, press "2" to activate the phone, and enter a PIN included in the Welcome Instructions the subscriber receives with the phone after the eligibility and enrollment process has been completed as described above. At that point, the IVR will notify the consumer that the Lifeline account is active. The IVR will inform the customer that the customer must use the service in order to keep the account active and provide options through a menu for obtaining additional information about the phone or the service and direct the customer to the Company's website for additional information. At in-person events, Boomerang will assist an individual with account activation upon being expressly authorized by the subscriber to activate the service.

To comply with the Commission's continued usage requirements, Boomerang will implement a non-usage policy whereby it will de-enroll Lifeline customers that have not used the Company's Lifeline service for 60 days. The customer will be given a 30 day cure period before they would be de-enrolled from the Lifeline service. Boomerang will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time. If no usage appears on a Boomerang Lifeline customer's account during any continuous 60-day period, Boomerang will

deactivate Lifeline services for that customer after the 30 day notification & cure period. An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from Boomerang to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than Boomerang, its representative, or agent; or affirmatively responds to a direct contact from Boomerang confirming that he or she wants to continue receiving the Lifeline-supported service.

Boomerang will take measures to continue to communicate with the customer to ensure the customer understands the rules and requirements of the benefits. Boomerang has direct control over customer databases and communication tools including: SMS messaging, outbound calling, IVR messaging and direct mail communications. For example, if a customer has 45 days of non-usage, Boomerang can text them to remind them about the non-usage rules.

B. Consumer Education with Respect to Duplicates

As required by the Lifeline Reform Order, Boomerang will establish safeguards to prohibit more than one supported service for each household. In addition to its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Boomerang will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household, including use and development of an appropriate database.

Specifically, Boomerang personnel will emphasize the one-per-household restriction in their direct sales contacts with potential customers. At the point of sale, potential customers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and instructions for enrolling. As part of these printed materials, Boomerang will also reinforce the one-Lifeline-benefit-per-household limitation. Materials from USAC, that have been or will be developed pursuant to the Lifeline Reform Order, may also be provided at the point of sale as dictated by a customer's responses. Boomerang will likewise reinforce and explain the one-per-household restriction in its marketing materials. The Company will emphasize in plain, easily

comprehensible language that: (1) Lifeline is a federal benefit; (2) Lifeline service is available for only one benefit or subscription per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; and (4) a household is not permitted to receive Lifeline benefits from multiple providers. Boomerang will also include in its marketing materials (see Exhibit C) substantially the following language in clear, easily understood language: the offering is a Lifeline-supported service; that Lifeline is a government assistance program; that only eligible consumers may enroll in the program; that documentation is necessary for enrollment; and the program is limited to one benefit per household, consisting of either wireline or wireless service. Finally, Boomerang will disclose the company name under which it does business and the details of its Lifeline service offerings.

C. Internal Audit and Compliance Training for Boomerang Customer Service

In addition to detailed and thorough employee training, Boomerang will impose disciplinary actions on employees who fail to abide by the requirements for determining eligibility for the Lifeline benefit. Beyond the instructions for field and event training, Boomerang will provide its customer service personnel with internal audit and compliance training. For incoming paper applications, Boomerang will have a 100% compliance checklist to check applications for fraud and duplication. The employee must check whether all fields on the certification and enrollment form are complete, whether all necessary eligibility documents are attached, whether the eligibility documents align with the information on the form, whether the handwriting is unique, whether all attestations are initialed, and whether the form is signed.

For in-person and event outreach, in addition to the onsite eligibility determinations, a Boomerang compliance officer will randomly check a representative sample of 3% to 10% of applications as an additional check for errors or omissions or any sign of fraud. If the compliance officer detects potential fraud or abuse in the application process, the affected applications will be denied.

V. Lifeline Offering

Boomerang's marketing efforts will be focused on finding and serving eligible consumers using distribution models designed to reach the target population on a broad geographic basis. Creating a trusted brand and service through community outreach is a primary methodology for educating and soliciting customers. Boomerang will enroll Lifeline customers through several different marketing channels. Boomerang's current business model and plans for providing Lifeline service are based on reaching about 85% of its subscribers in person, through event marketing targeting currently underserved populations. Boomerang anticipates that, while most of its outreach will succeed via direct contact with consumers, potential subscribers will also be able to avail themselves of a toll-free number (inbound telemarketing) or website to obtain enrollment information. Boomerang also has plans to offer its services through retail stores and agents who understand the underserved consumers in communities Boomerang would service as an ETC. National retail chains have expressed interest in partnering with Boomerang to support the Lifeline service and outreach to underserved eligible populations. Boomerang has partnered with retailers to use parking lots as locations for event-based outreach.

enMarket, Boomerang's sister event marketing and distribution company, will use demographic segmentation information to identify locations of populations with great need. The neighborhood marketing program will reach Tier 3 and Tier 4 and smaller communities where the population has not seen an influx of Lifeline service providers. enMarket will organize positive and informative neighborhood events to create a local presence.

The Company has a long history with retail distribution. If Boomerang is granted ETC designation, it is prepared to work with several national companies to explore unique, focused Lifeline program marketing.

Boomerang will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carriers. Boomerang has direct underlying agreements with Sprint and Verizon today. Negotiations are underway for the addition of a national

GSM provider. The company will use these network relationships to ensure a good product experience for ETC consumers.

The Company's Lifeline offering will provide eligible customers with the following two Lifeline plans: (1) 125 units that rollover where 1 minute equals 1 unit and 1 text equals 1 unit, and (2) 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit. Customers will have the capability of purchasing additional bundles of minutes in the following denominations:

| Denomination | \$5.00 | \$10.00 | \$10.00 | \$15.00 | \$15.00 | \$30.00 | \$30.00 | \$50.00 | \$7.00 | \$20.00 | \$30.00 |
|------------------|--------|---------|----------|---------|----------|---------|----------|---------|--------|---------|---------|
| Days of Use | 10 | 3 | 7 | 7 | 10 | 14 | 30 | 30 | 10 | 30 | 30 |
| Minutes | | | | | | | | | 100 | 500 | 1,000 |
| Peak Minutes | | Unltd | 30 | Unltd | 60 | Unltd | 140 | Unltd | | | |
| N/W Miniutes | | Unltd | Unltd | Unltd | Unltd | Unltd | Unltd | Unltd | | | |
| Texts | | Unltd | .10/text | Unltd | .10/text | Unltd | .10/text | Unltd | 200 | 1,000 | 1,200 |
| Units (Min+Text) | 50 | | | | | | | | | | |

In addition to free voice services, Boomerang's Lifeline plans will include a free handset and the following features: caller ID, call waiting and voicemail. Boomerang will turn on the data capability for all of our handsets. This will allow customers to add a data plan to their phone service.

As a provider of Lifeline services to residents of Tribal lands, Boomerang will pass through the full Tribal support amount to qualifying residents of Tribal lands, and under no circumstances will it collect from the Universal Service Fund more than the rate charged to Tribal subscribers.

VI. Demonstration of Financial and Technical Ability to Provide Lifeline Services

Revised Commission Rule 54.202 requires carriers seeking designation as a Lifeline-only ETC to demonstrate their technical and financial capacity to provide the supported service. Among the factors that the Commission will consider are whether the applicant previously offered services to non-Lifeline consumers, how long the applicant has been in business, whether the applicant intends to rely exclusively on USF disbursements to operate, whether the applicant receives or will receive

revenue from other sources, and whether it has been subject to enforcement action or ETC revocation proceedings in any state.

Boomerang's parent company, HH Ventures, is a privately held cash-flow-positive wireless telecommunications holding company. HH Ventures has been providing prepaid wireless telecommunications services to non-Lifeline subscribers since 2008. Its core management team includes six senior executives with significant telecommunications experience, and the company employs 40 full time employees.

Boomerang currently provides prepaid wireless services to more than 350,000 subscribers, including more than 50,000 retail customers. The company currently provides a complete wholesale, MVNE platform to several ETCs and other white label partners.

Boomerang does not intend to rely exclusively on USF disbursements to operate, as it receives revenue from providing other services. For the 2011 calendar year, Boomerang and its sister company received no direct USF reimbursement for Lifeline support; 17% of revenue was generated from wireless resale services provided to ETCs,¹⁴ 52% of revenue was generated from wireless retail services, and 31% of revenue was generated from other non-regulated telecom services. Boomerang has not been subject to enforcement actions or ETC revocation proceedings in any state.

Boomerang certifies that it will comply with all of the requirements of newly amended Commission Rule 54.202. Pursuant to Commission Rule 54.202(a)(1)(i) Boomerang certifies that it will comply with the service requirements applicable to the support it receives. Further, Section 54.202 requires that an ETC demonstrate its "ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."

¹⁴ In 2011, Boomerang only entered into wholesale MVNE arrangements with designated ETCs. This year, Boomerang has entered into arrangements with other, non-ETC, white label partners.

Boomerang will remain functional in emergencies. Back-up systems are in place to ensure full functionality in the event of a loss of power or network functionality. And, Boomerang's switching facilities are housed in a carrier-class data center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression, year-round critical monitoring and secure access with biometric security. The facility features redundant generators and redundant fiber optic connectivity. The data center is a reinforced concrete building located in a secure area and collocated with the area electrical utility headquarters. It is powered from separate paths independent of any one electrical generation plant. All systems within the facility are implemented on redundant servers, each with redundant data network and power.

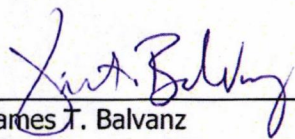
Direct carrier access with Sprint and Verizon networks provides additional tools to escalate network or hardware issues encountered on a local or regional basis. Contractual arrangements include direct escalation processes for tiered support depending on outage severity and number of customers affected.

Section 54.202 also requires ETC applicants to demonstrate that they will satisfy applicable consumer protection and service quality standards. Boomerang hereby commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

Conclusion

Boomerang's Compliance Plan meets the conditions set forth in the Lifeline Reform Order and promotes public safety by ensuring that Lifeline customers have access to 911 and E911 service. Boomerang requests that the Commission expeditiously approve the Company's Compliance Plan and grant its pending ETC Petition so that Boomerang may begin providing the benefits of Lifeline service to qualifying low-income consumers.

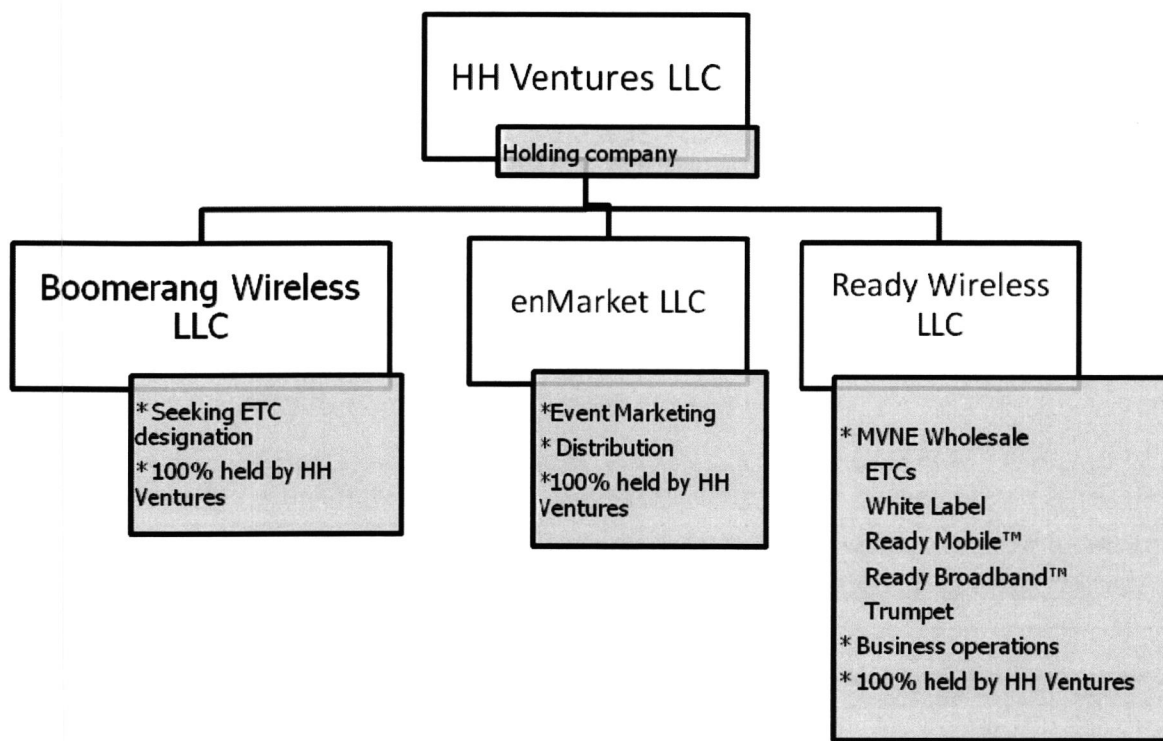
Respectfully submitted,



James T. Balvanz
Chief Financial Officer
Boomerang Wireless, LLC
(319) 743-4606
jbaltanz@readywireless.com

July 26, 2012

Exhibit A





955 Kacena Road, Suite A
Hiawatha, IA 52233
www.boomerang-wireless.com

Lifeline Program

Office Use Only
PLACE PHONE ID
STICKER HERE

Lifeline Self-Certification Form

- To enroll in the Lifeline America program you need to complete this form.
- The information is only used to certify with the Federal Communications Commission (FCC) that you are participating in the program with us.

Lifeline Service Disclosure

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

STEP 1: Applicant Information

USE BLACK OR BLUE INK ONLY

| | |
|--|---------------------------------|
| Full Name: | Phone: |
| Residential Address: Circle one: Permanent Address Temporary Address <input type="checkbox"/> (No PO Box. Residence of Tribal lands must provide descriptive address.) | Email: |
| City: | New/ Conv? |
| State: | New Phone: |
| Zipcode: | ESN: |
| Billing Address: (if different) (if different) | Last 4 SSN or Tribal ID number: |
| City/ State/ Zipcode: | Your birthdate: |

____ (init) I acknowledge and consent to Boomerang Wireless divulging my name, telephone number and address to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

*Applicants living on Tribal lands who lack a social security number may instead provide an official Tribal government identification card number.

STEP 2: Certifications. I participate in the following public assistance programs (check one):

| | |
|--|---|
| Supplemental Nutrition Assistance Program (SNAP) | National School Lunch Program (NSL) |
| Supplemental Security Income (SSI) | Medicaid |
| Low-Income Home Energy Assistance program (LIHEAP) | Food Distribution Program on Indian Reservations |
| Section 8 Federal Public Housing Assistance | Tribally administered TANF |
| Temporary Assistance for Needy Families (TANF) | Bureau of Indian Affairs General Assistance |
| | Tribally administered Head Start (meeting the income qualifications of Head Start.) |

| | | | |
|---|----------|------------------------|----------|
| My household income is at or below 135% of federal guidelines. I provided documentation confirming my household income level. | | | |
| Number of people in your household: _____ (add \$5,346 per additional person above 6 to determine income guidelines) | | | |
| # Persons in Household | Income | # Persons in Household | Income |
| 1 | \$15,080 | 4 | \$31,118 |
| 2 | \$20,426 | 5 | \$36,464 |
| 3 | \$25,772 | 6 | \$41,810 |

____ (init) I am seeking Tribal lands Lifeline support and certify that I reside on Federally-recognized Tribal lands.

If you do not participate in one of these programs, and someone in your household does:

Relationship to Participant: _____
Documents Reviewed for Certification: _____
Name of Person Participating: _____

- ☐ I certify that person demonstrating program participation is a member of my household.
- ☐ I certify that the person name on the participation documentation is not already receiving a Lifeline discount.



STEP 3: Choose Your Plan: Choose one of the following plans. This plan will be reloaded to your phone monthly as long as you are eligible & certified.

| FEATURE/ DESCRIPTION | 125 FREE MONTHLY MINUTES | 250 FREE MONTHLY MINUTES |
|-------------------------------------|--------------------------|--------------------------|
| • Local Calls | Y | Y |
| • National Long Distance | Y | |
| • Voicemail | Y | Y |
| • Nationwide Text | Y- 1 text=1 minute | Y- 1 text=1 minute |
| • Free 411 | Y | Y |
| • Carry Over Minutes Month to Month | Y | N |

Step 4: Signature (read, initial & sign):

_____(init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

_____(init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

_____(init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

_____(init) I understand that I must notify Boomerang Wireless and provide my new address within 30 days of moving.

_____(init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that Boomerang Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify Boomerang Wireless within 30 days of my new address after moving. If I do not respond to Boomerang Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from Boomerang Wireless' Lifeline service.

_____(init) I understand that I must notify Boomerang Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135 percent of the federal poverty guidelines; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

_____(init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

_____(init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

_____(init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

Applicants Signature. _____

Date _____

Eligibility Requirements

Lifeline is a federal benefit. You can receive a discount on your phone service. Documentation of your eligibility for this government assistance program is required.

1) You, or one of your dependents, participates in one of these programs:

| | |
|--|---|
| Supplemental Nutrition Assistance Program (SNAP) | Temporary Assistance for Needy Families (TANF) |
| Supplemental Security Income (SSI) | National School Lunch Program (NSL) |
| Low-Income Heat & Energy Assistance (LIHEAP) | Medicaid |
| Homestead Act (Public Housing) | Food Distribution Program on Indian Reservations. Bureau of Indian Affairs general assistance. Tribally administered TANF or Head Start (meeting the income-qualifying standards of Head Start) |

2) Limit 1 Lifeline benefit per household.

One Lifeline program (wireline or wireless) per household. Household is defined as an individual or group of individuals living together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers.

3) If I am not in qualifying program, I may participate if income qualified.

| # Persons in Household | Income |
|------------------------|----------|
| 1 | \$15,080 |
| 2 | \$20,426 |
| 3 | \$25,772 |
| 4 | \$31,118 |

4) Must have valid physical address.

Notify Boomerang Wireless of any change of address by calling 800-516-0414.

5) Cannot choose phone model or phone number

You are not able to choose the free handset, trade free handsets, or choose the phone number on the free handset.

6) Recertify annually that you remain eligible for the Lifeline benefits.

Lifeline is a government assistance program. Once you receive the Lifeline benefit, you must complete the annual recertification process. Learn more in your welcome package.

7) Must be truthful in application process.

WARNING: *If you make false statements to gain benefits, you can be punished by fine or imprisonment or you can be barred from the Lifeline program.*

8) Complete the application.

Be prepared to complete the application truthfully & accurately. You can print the application, submit online or attend one of our neighborhood events. You will need documentation for application process to include: Proof of identity (i.e. Drivers License); Program eligibility documentation: Current statement of benefits from qualifying program, notice letter of participation, program document (i.e. SSI card), Income eligibility documents (i.e. tax return, paycheck stub, VA benefit statements)



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
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TTY: 1-888-835-5322

DA 12-1286
Release Date: August 8, 2012

WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF BIRCH COMMUNICATIONS, BOOMERANG WIRELESS, IM TELECOM, Q LINK WIRELESS AND TAG MOBILE

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves the compliance plans of five carriers: Birch Communications, Inc. (Birch); Boomerang Wireless, LLC (Boomerang); IM Telecom, LLC (IM); Q Link Wireless, LLC (Q Link); and TAG Mobile, LLC (TAG). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement, subject to certain public safety and compliance obligations, is appropriate for carriers

¹ See *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17 at paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Connect America Fund*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al.*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

⁴ See *Lifeline Reform Order*, 27 FCC Rcd 6812, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC’s Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the five plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order*, and now approves those five compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpiweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

⁵ See *Lifeline Reform Order*, 27 FCC Rcd 6813-6817 at paras. 368-381.

⁶ See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd 6679-80, 6818-19 at paras. 50 and 387.

APPENDIX

| Petitioner | Compliance Plans As Captioned by Petitioner | Date of Filing | Docket Numbers |
|-------------------------------|--|-----------------------|---------------------------|
| Birch Communications, Inc. | Further Amended Compliance Plan of Birch Communications, Inc. | July 2, 2012 | 09-197; 11-42 |
| Boomerang Wireless, LLC | Boomerang Wireless, LLC Revised Compliance Plan | July 26, 2012 | 09-197; 11-42 |
| IM Telecom, LLC | IM Telecom, LLC d/b/a Infiniti Mobile Compliance Plan | July 5, 2012 | 09-197; 11-42 |
| Q Link Wireless, LLC | Q Link Wireless, LLC's Third Amended Compliance Plan | July 30, 2012 | 09-197; 11-42 |
| TAG Mobile, LLC | TAG Mobile, LLC Compliance Plan | July 26, 2012 | 09-197; 11-42 |

Exhibit E

Advertising



MARKETING MATERIALS

FREE

PHONE

Not a Lifeline supported benefit.
Provided by enTouch Wireless.

INTERNET

Supported by Lifeline benefit.
A government sponsored program.

MINUTES!

Supported by Lifeline benefit.
A government sponsored program.

YOU MAY BE ELIGIBLE FOR THIS BENEFIT IF YOU PARTICIPATE IN:
FOOD STAMPS • MEDICAID • FREE LUNCH • PUBLIC HOUSING • SSI • OR MEET INCOME REQUIREMENTS

DATE: _____

PLACE: _____

TIME: (M-F) _____
(Sat) _____



enTouch Wireless
will provide a

FREE PHONE



(Not a Lifeline supported benefit)



Lifeline is a government assistance program. enTouch Wireless represents the Lifeline service in your state.

PLEASE NOTE: You have to be eligible to receive Lifeline services. A current government benefit card or income document and your government issued ID is needed to sign up. Lifeline is available to only one person per household. When you receive the service, you cannot transfer it to another person. 911 Emergency Service is available where wireless service is located, which can be reduced by buildings, weather, mountains, etc. If your phone is out of range in an emergency dial 911 from a landline phone.

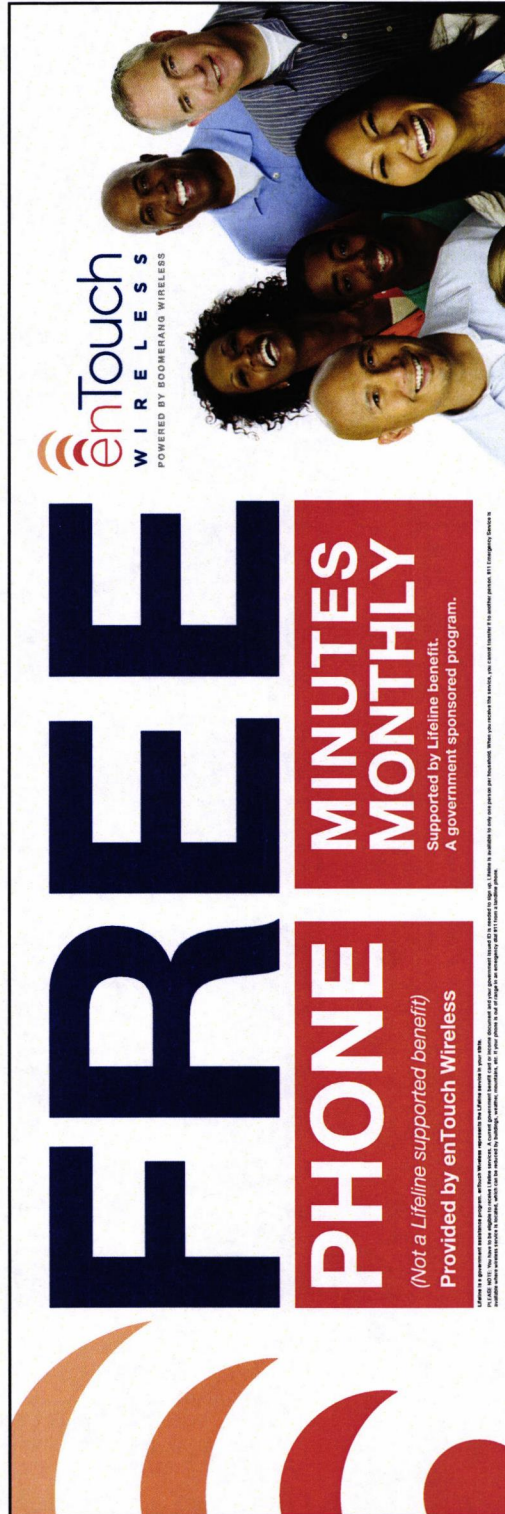
CALL NOW!

www.entouchwireless.com

866.488.8719

Flyer - 8.5 x 11
Poster - 11 x 17


www.entouchwireless.com




FREE

PHONE
(Not a Lifeline supported benefit)
Provided by enTouch Wireless

MINUTES MONTHLY
Supported by Lifeline benefit.
A government sponsored program.


POWERED BY BOOMERANG WIRELESS



Banner - 6' x 2'



MARKETING MATERIALS



Eligibility Requirements

Lifeline is a government sponsored benefit. You can receive a discount on your phone service.

1) You, or one of your dependents, participates in one of these programs:

| | |
|--|--|
| Supplemental Nutrition Assistance Program (SNAP) | Medicaid |
| Supplemental Security Income (SSI) | Food Distribution Program on Indian Reservations |
| Low-Income Heat & Energy Assistance (LIHEAP) | Tribally Administered TANF |
| Section 8 Federal Public Housing Assistance | Bureau of Indian Affairs General Assistance |
| Temporary Assistance for Needy Families (TANF) | Tribally Administered Head Start |
| National School Lunch Program (NSL) <i>Free Program Only</i> | <i>(meeting the income qualifications of Head Start)</i> |

There may be additional programs for various states. See state specific Lifeline application for a full list of applicable programs.

2) Limit 1 Lifeline benefit per household.

One Lifeline program (wireline or wireless) per household. Household is defined as an individual or group of individuals living together at the same address as one economic unit. Lifeline service is non-transferable.

3) If I am not in qualifying program, I may participate if income qualified.

| # Persons in Household | Income | # Persons in Household | Income |
|------------------------|----------|------------------------|----------|
| 1 | \$16,038 | 4 | \$32,805 |
| 2 | \$21,627 | 5 | \$38,394 |
| 3 | \$27,216 | 6 | \$43,983 |

Incomes above reflect 135% of the 2016 FPG for income. See state specific Lifeline application to reflect 150% FPG for income for applicable states.

4) Must have valid physical address.

Notify us immediately of any change of address by calling customer service.

5) Cannot choose phone model or phone number.

You are not able to choose the free handset, trade free handsets, or choose the phone number on the free handset.

6) Keep Active.

Use your phone every 60 days to keep Lifeline benefit active.

7) Must be truthful in application process.

WARNING: If you make false statements to gain benefits, you can be punished by fine or imprisonment or you can be barred from the Lifeline program.

8) Complete the application. Personal documents required.

Complete the application truthfully & accurately.

Documentation for application process: Proof of identity (i.e., Government Issued ID).

Program eligibility documentation: Current statement of benefits from qualifying program, notice letter of participation, program document (i.e., SSI card), Income eligibility documents (i.e., tax return, paycheck stub, VA benefit statements, etc).

9) Recertify annually that you remain eligible for the Lifeline benefits.

Once you receive the Lifeline benefit, you must complete the annual recertification process. Learn more in your welcome package.

11125



MARKETING MATERIALS



DISCLOSURES

**YOU WILL HAVE TO VERIFY AND SIGN THIS DISCLOSURE FORM
IN ORDER TO RECEIVE YOUR LIFELINE PHONE**

I acknowledge and consent to enTouch Wireless divulging my name, telephone number, address, date of birth, last four digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

I understand that I must notify enTouch Wireless and provide my new address within 30 days of moving.

If I do not have a permanent address and have supplied instead a temporary address above, I understand that enTouch Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify enTouch Wireless within 30 days of my new address after moving. If I do not respond to enTouch Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from enTouch Wireless' Lifeline service.

I understand that I must notify enTouch Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135% (150% for AZ, KS, MI, OH, TX) of the federal poverty guidelines; (2) I receive more than one Lifeline supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

I hereby authorize enTouch Wireless to send text messages to my enTouch Wireless number about my Lifeline benefit. Text messages sent by enTouch Wireless will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

www.entouchwireless.com

11111



MARKETING MATERIALS

Lifeline Self-Certification Form

To enroll in the Lifeline America program you need to complete this form. The information is used to certify with the Federal Communications Commission that you are participating in Lifeline with us.



Lifeline Service Disclosure

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one Lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and Lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

Certifications: I have proof of participation in one of the following public assistance programs (check one):

| | |
|--|--|
| Supplemental Nutrition Assistance Program (SNAP) | National School Lunch Program (NSL) <i>Free Program Only</i> |
| Supplemental Security Income (SSI) | Food Distribution Program on Indian Reservations |
| Temporary Assistance for Needy Families (TANF) | Tribally Administered TANF |
| Section 8 Public Housing Assistance | Bureau of Indian Affairs General Assistance |
| Medicaid | Tribally Administered Head Start |
| Low-Income Energy Assistance Program (LIHEAP) | <i>Meeting the income qualifications of Head Start</i> |

My household income is at or below 135% of 2016 federal poverty guidelines. I provided documentation confirming my household income level.

| # Persons in Household | Income | # Persons in Household | Income |
|------------------------|----------|------------------------|----------|
| 1 | \$16,038 | 4 | \$32,805 |
| 2 | \$21,627 | 5 | \$38,394 |
| 3 | \$27,216 | 6 | \$43,983 |

See state specific Lifeline application to reflect 150% FPG income for applicable states.

Signature (Read, Initial & Sign)

_____(init) I acknowledge and consent to enTouch Wireless divulging my name, telephone number, address, date of birth, last four digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

_____(init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

_____(init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

_____(init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

_____(init) I understand that I must notify enTouch Wireless and provide my new address within 30 days of moving.

_____(init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that enTouch Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify enTouch Wireless within 30 days of my new address after moving. If I do not respond to enTouch Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from enTouch Wireless' Lifeline service.

_____(init) I understand that I must notify enTouch Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135% (150% for AZ, KS, MI, OH, TX) of the federal poverty guidelines; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

_____(init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

_____(init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

_____(init) I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

_____(init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

#11602



MARKETING MATERIALS

Lifeline Free Monthly Minutes

Choose Your Plan: Choose one of the following plans. This plan will be reloaded to your phone monthly as long as you are eligible & certified.

| FEATURE/ DESCRIPTION | 250 FREE MONTHLY MINUTES | TRIBAL |
|-----------------------------------|--------------------------|-----------------------|
| | | 1000 PLUS BUNDLE PLAN |
| Local Calls | Y | Y |
| National Long Distance | Y | Y |
| Voicemail | Y | Y |
| Nationwide Text | Y - 1 text = 1 min. | Y - 1 text = 1 min. |
| Free 411 | Y | Y |
| Data Enabled (website and email) | Y | Y |
| Carry Over Minutes Month to Month | N | N |

Plans available may vary by state. See state specific Lifeline application for available plans.

Top Up with Airfair

need more talk & text or data?

Look for these brands at your nearest retailer or call Customer Service to top up.



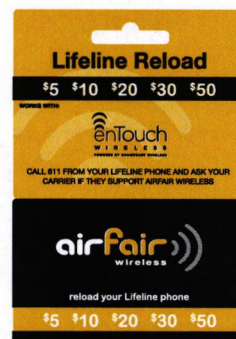
enTouch Customer Service:

866.488.8719



Find top ups at a Airfair Retailer near you!

www.entouchwireless.com



| Price | Talk/Text Units | Data | Days |
|-------|-----------------|-------|------|
| \$5 | 0 | 100mb | 30 |
| \$10 | 0 | 500mb | 30 |
| \$20 | 1500 | 0 | 30 |
| \$30 | Unlimited* | 0 | 30 |
| \$50 | Unlimited* | 4gb | 30 |

1 Unit = 1 Text or 1 Voice Minute

* Subject to the 3000 units and Acceptable Use Policy

For the complete Terms of Service go to entouchwireless.com or call Customer Service at 866-488-8719 or dial 611 free from your Lifeline phone.

Lifeline is a government assistance program. enTouch Wireless represents the Lifeline service in your state.

PLEASE NOTE: You have to be eligible to receive Lifeline services. A current government benefit card or income document and your government issued ID is needed to sign up. Lifeline is available to only one person per household. When you receive the service, you cannot transfer it to another person. 911 Emergency Service is available where wireless service is located, which can be reduced by buildings, weather, mountains, etc. If your phone is out of range in an emergency dial 911 from a landline phone.



MARKETING MATERIALS



Terms of Service - Summary

Lifeline is a government sponsored benefit. You can receive a discount on your phone service.

Terms of Service for Communication Services - Effective as of May 6, 2013 until replaced.
The Terms of Service are part of your agreement with enTouch Wireless for Mobile Services.

Use of Services and Equipment: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. enTouch Wireless service is for personal use only.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. You do not have any property right to your phone number. It may be changed or reassigned.

Phones and Other Equipment: The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enTouch Wireless Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00.

Service, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having voice usage (inbound or outbound); by buying additional product; or by responding affirmatively to our queries regarding your desire to continue to receive services. You are required to recertify annually.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Lifeline is a non-transferable benefit. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business.

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. To exchange a defective handset, please call Customer Service at 1.866.488.8719 to obtain a Return Authorization and shipping instructions.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact enTouch Wireless at www.entouchwireless.com or call Customer Care by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.

Termination of Access: enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful: to individual users; to enTouch Wireless or any of its affiliates; to any rights of enTouch Wireless or any third party; or that violate applicable laws.

Plan Offerings & Rates:

| FEATURE / DESCRIPTION | 250 FREE MONTHLY MINUTES | TRIBAL |
|-----------------------------------|--------------------------|-----------------------|
| | | 1000 PLUS BUNDLE PLAN |
| Local Calls | Y | Y |
| National Long Distance | Y | Y |
| Voicemail | Y | Y |
| Nationwide Text | Y - 1 text = 1 min. | Y - 1 text = 1 min. |
| Free 411 | Y | Y |
| Data Enabled (website and email) | Y | Y |
| Carry Over Minutes Month to Month | N | N |

Plans available may vary by state. See state specific Lifeline application for available plans.

Lifeline is a government assistance program. enTouch Wireless represents the Lifeline service in your state.

PLEASE NOTE: You have to be eligible to receive Lifeline services. A current government benefit card or income document and your government issued ID is needed to sign up. Lifeline is available to only one person per household. When you receive the service, you cannot transfer it to another person. 911 Emergency Service is available where wireless service is located, which can be reduced by buildings, weather, mountains, etc. If your phone is out of range in an emergency dial 911 from a landline phone.

Item #11598

Terms of Service Poster - 11 x 17



MARKETING MATERIALS

Abbreviated Terms of Service for Communication Services

Effective as of 5/6/13 until replaced.

The Terms of Service are part of your agreement with enTouch Wireless for Mobile Services.

Use of Services and Equipment: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. enTouch Wireless service is for personal use only.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. You do not have any property right to your phone number. It may be changed or reassigned.

Phones and Other Equipment: The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enTouch Wireless Customer Support. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss

or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00.

Service, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having voice usage (inbound or outbound); by buying additional product; or by responding affirmatively to our queries regarding your desire to continue to receive services. You are required to recertify annually.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Lifeline is a non-transferable benefit. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive

purpose, or in such a way as to create damage or risk to our business.

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange within 30 days of receiving the device. To exchange a defective handset, please call Customer Support at 1.866.488.8719 to obtain a Return Authorization and shipping instructions.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact enTouch Wireless at www.entouchwireless.com or call Customer Support by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.

Termination of Access: enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful to individual users; to enTouch Wireless or any of its affiliates; to any rights of enTouch Wireless or any third party; or that violate applicable laws.

For the complete Terms of Service visit www.entouchwireless.com.

State Commission Contact:

For unresolved questions or complaints you may contact the applicable state commission or contact.

Arizona Corporation Commission
1200 W. Washington St. • Phoenix, AZ 85007
Local: 502.542.4251 Toll Free: 800.222.7000

Colorado Public Utilities Commission Consumer Affairs
1560 Broadway • Suite 250 • Denver, Colorado 80202
Toll Free: 800.456.0858 Fax: 303.894.2532
E-mail: dora_puc_complaints@state.co.us

Kansas Corporation Commission, Office of Public Affairs and Consumer Protection
1500 SW Arrowhead Road • Topeka, KS 66604
Topeka: 785.271.3140 Toll Free: 800.662.0027
Hearing/speech impaired at TDD Kansas Relay Center: 800.766.3777

Minnesota Public Utilities Commission
121 7th Place E. • Suite 350 • Saint Paul, MN 55101-2147
Toll Free: 800.657.3782 Fax: 651.297.7073

Oklahoma Corporation Commission
P.O. Box 52000 • Oklahoma City, OK 73152-2000
Local: 405.521.2331 Toll Free: 800.522.8154

Washington State Office of the Attorney General
800 5th Ave, Suite 2000 • Seattle, WA • 98104-3188
Toll Free: 1.800.551.4636 (in Washington only)
Local Phone: 206.464.6684
Washington State Relay Service for the Hearing Impaired: 1.800.833.6388
www.atg.wa.gov



Contact Us

www.entouchwireless.com | 866.488.8719

Save this information!

Phone #: _____

My ESN: _____

Anniversary Date*: _____



866.488.8719



*Your minutes will be added every 30 days from this date.
*Sus minutos estaran agregados cada 30 dias desde esta fecha.

What happens now?

What should I do when I receive my phone?

When you receive your phone in the mail, follow the instructions below. Once you call to Activate, your Lifeline Minutes will be activated on your phone.

What features come with my phone?

You will have excellent coverage with national wireless networks. Free 411 calls, Voicemail, Call Forwarding, Three Way Calling, Data Enabled & other features.

What do I receive with my service?

You will receive your free handset that is loaded monthly with your Lifeline Minutes. Every 30 days after your activation date, your balance will automatically reload on your phone as long as you have an ACTIVE ACCOUNT. If you have not used your phone in 60 days your Lifeline service will be deactivated.

Can I get more minutes, text or data?

You can add voice minutes, texts, and data at any time. See backside for more talk, text & data plans. Look for these brands to top up with at your local retailers or call Customer Support at 866.488.8719 to top up.



MARKETING MATERIALS

Welcome to enTouch!

Follow these easy steps to get started. We will help you get started, answer questions and give options to purchase more talk, text or data.



1 Welcome to the Lifeline Program.

Activate Phone: Call 319.471.4802 before leaving event to activate.

Phone Number: Your phone number is located on the inside of the battery door and circled on the outside sticker of the bag you received your phone in.

Free Minutes: You get free minutes monthly from Lifeline. (Programs vary by state.) Minutes will automatically reload on your anniversary date.

Keep Active: Make a call on your phone regularly to keep plan active. No use in 60 days will deactivate your device.

Check Balance: Dial 611 on your Lifeline phone. Press 1 to hear balance.

Your Phone Company is enTouch Wireless powered by Boomerang Wireless.

Questions? Dial 611 on your Lifeline phone or call 866.488.8719 from a land line phone.

Active el Teléfono: Llame al 319.471.4802 antes de salir del evento para activar su teléfono.

Número de Teléfono: Su número de teléfono se indica en el interior de la tapa de la batería y también está encerrado en un círculo en la etiqueta exterior de la bolsa en que le entregaron su teléfono.

Minutos Gratis: Cada mes, Lifeline le da minutos gratis. (Los programas varían según el estado.) Los minutos se cargan automáticamente cada mes en su fecha de aniversario.

Manténgalo Activo: Use el teléfono con regularidad para mantener activo su plan. Su dispositivo se desactivará si no lo usa en 60 días.

Compruebe: Marque 611 desde su teléfono Lifeline. Presione 1 para escuchar el balance.

Su Compañía de Teléfono es enTouch Wireless powered by Boomerang Wireless.

Preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719 desde un teléfono.

2 Questions? Access Information from Your Phone.

Dial 611 from your Lifeline phone or call 866.488.8719.

¿Tiene preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719.

1 Press 1 to hear your air time balance.

Presione 1 para escuchar su balance de minutos.

2 Press 2 to add minutes to your cell phone.

Presione 2 para añadir minutos a su teléfono celular.

3 Press 3 for assistance with your phone.

Presione 3 para obtener ayuda con su teléfono.

4 Press 4 to find out your anniversary date.

Presione 4 para saber su fecha de aniversario.

3 Want More Talk, Text or Data?

¿Necesita más minutos?

Es fácil añadirle minutos a su teléfono. Vea los detalles del plan al dorso.

Follow the directions below to top up through Customer Support or at your local retailer.

Customer Support:

Dial 611 on your Lifeline phone or call 866.488.8719 from a land line phone. Debit or credit card required.

Marque 611 desde su teléfono Lifeline o llame 866.488.8719. Se requiere tarjeta de débito o de crédito.

Retail:

Check our website for a retail location near you | www.entouchwireless.com

Tiendas: Busque las tarjetas de recarga en las siguientes tiendas locales.



| Price | Talk/Text Units | Data | Days |
|-------|-----------------|-------|------|
| \$5 | 0 | 100mb | 30 |
| \$10 | 0 | 500mb | 30 |
| \$20 | 1500 | 0 | 30 |
| \$30 | Unlimited* | 0 | 30 |
| \$50 | Unlimited* | 4gb | 30 |

1 Unit = 1 Text or 1 Voice Minute

* Rates are subject to change without notice



| Price | Minutes | Texts | Data | Days |
|-------|---------|-------|------|------|
| \$7 | 100 | 200 | 5mb | 7 |
| \$20 | 500 | 1,000 | 20mb | 30 |
| \$30 | 1,000 | 1,200 | 30mb | 30 |

Rates are subject to change without notice



955 Kacena Rd, Ste A
Hiawatha, IA 52233

email: support@entouchwireless.com



866.488.8719

www.entouchwireless.com



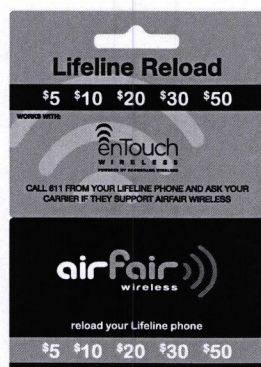
MARKETING MATERIALS

Need More Talk, Text or Data?



Customer Support:
866.488.8719

Dial 611 on your Lifeline phone or call
866.488.8719 from a landline phone.
Debit or Credit Card required.



Retail Stores:

Look for the following reload
cards at local retailers. Call
Customer Support to locate a
retailer nearest you or visit

www.entouchwireless.com

| Price | Talk/Text Units | Data | Days |
|-------------|-----------------|-------|------|
| \$5 | 0 | 100mb | 30 |
| \$10 | 0 | 500mb | 30 |
| \$20 | 1500 | 0 | 30 |
| \$30 | Unlimited* | 0 | 30 |
| \$50 | Unlimited* | 4gb | 30 |

1 Unit = 1 Text OR 1 Voice Minute

* Subject to the 3000 units and Acceptable Use Policy

Top Up at your local 7 Eleven Store



Item #11171 - 2.1.16

Airfair Bag Insert - 5.5 x 4.25

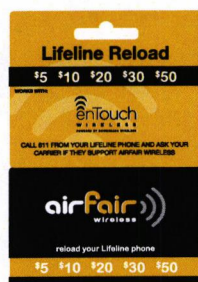


MARKETING MATERIALS



Source 12/14: Values based on estimations from confused.com

FREE INTERNET | 100MB DATA



BUY AIRFAIR AT YOUR LOCAL 7-11

\$5 | \$10 | \$20 | \$30 | \$50

Item #11601

Lifeline is a government assistance program. enTouch Wireless represents the Lifeline service in your state.
PLEASE NOTE: You have to be eligible to receive Lifeline services. A current government benefit card or income document and your government issued ID is needed to sign up. Lifeline is available to only one person per household. When you receive the service, you cannot transfer it to another person. 911 Emergency Service is available where wireless service is located, which can be reduced by buildings, weather, mountains, etc. If your phone is out of range in an emergency dial 911 from a landline phone.



www.entouchwireless.com

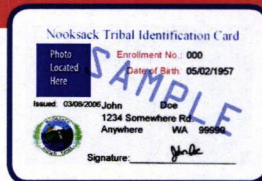
YOU WILL NEED:



**YOU WILL NOT QUALIFY FOR A FREE PHONE
IF YOU DO NOT HAVE THESE DOCUMENTS.**

1

GOVERNMENT ISSUED PHOTO ID

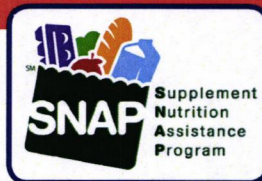


SAMPLE

- DRIVERS LICENSE
- TRIBAL ID

2

PROGRAM ELIGIBILITY DOCUMENT

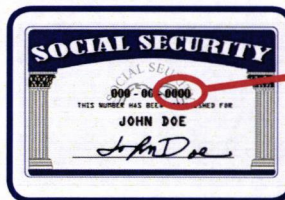


SAMPLE

- MEDICAID CARD
- SNAP CARD
- FREE LUNCH
- PUBLIC HOUSING VOUCHER
- SSI CARD

3

GOVERNMENT ID NUMBER



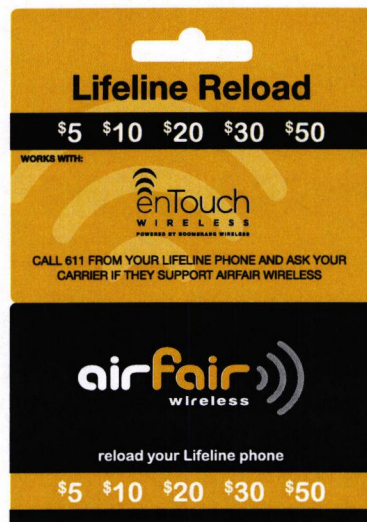
SAMPLE

**LAST
4 NUMBERS
OF SOCIAL
SECURITY #
OR TRIBAL ID #**



MARKETING MATERIALS

WANT MORE?



Not a Lifeline supported benefit.

| Price | Talk/Text Units | Data | Days |
|-----------------------------------|-----------------|-------|------|
| \$5 | 0 | 100mb | 30 |
| \$10 | 0 | 500mb | 30 |
| \$20 | 1500 | 0 | 30 |
| \$30 | Unlimited* | 0 | 30 |
| \$50 | Unlimited* | 4gb | 30 |
| 1 Unit = 1 Text or 1 Voice Minute | | | |

Rates are subject to change without notice

* Subject to the 3000 units and Acceptable Use Policy

LOCATIONS WHERE YOU
CAN TOP UP WITH AIRFAIR:

Call Customer Service to Top Up:

866.488.8719



Visit us to find your local retailer:
www.airfairmobile.com

Airfair Top Up Poster - 11 x 17

www.entouchwireless.com



MARKETING MATERIALS



ACCEPTABLE USAGE POLICY

Applies to all LifeLine products and services.

PROHIBITED NETWORK USE: Unlimited Services: Services and equipment may not be used for any unlawful, fraudulent, harassing, or abusive purpose. enTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. enTouch Wireless reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend Service if any individual engages in any prohibited voice, text, or data uses detailed below, or if enTouch Wireless determines, on a case-by-case basis, that action is necessary to protect its wireless network, business, equipment, or Services from harm or degradation resulting from such prohibited uses.

• **VOICE AND TEXT SERVICES:** enTouch Wireless provides its voice and text Services solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. You may not use enTouch Wireless voice and text Services for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. This Service may not be used in a manner that interferes with other enTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other enTouch Wireless customers.

• **DATA SERVICES:** enTouch Wireless data Services are provided only for personal (i.e., non-commercial) use, which includes web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading files or online gaming. enTouch Wireless data Services may not be used for any of the following uses: (1) to generate excessive levels of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (2) to maintain continuous active network connections to the Internet, for example, through a web camera or machine-to-machine connections that do not involve active participation by a person; (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (5) for activities that adversely affect the ability of other people of system to use either enTouch Wireless' or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a enTouch Wireless handset designated for such usage); or (7) for any other reason that violates our policy of providing Service for individual use. The prohibited uses in this section also apply to unlimited plans. Unlimited does not mean unreasonable use. If enTouch Wireless finds that you are using an unlimited voice, text, or data Service offering for any of the prohibited uses in this section, enTouch Wireless may at its option terminate your Service or change your plan to one with no unlimited usage components. enTouch Wireless will provide notice that it intends to take any of the above actions, and will give you an opportunity to terminate the Agreement. Unlimited talk and text includes talk and text within the U.S. only.

MISUSE OF LIFELINE SERVICE: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you.

No refunds for purchased air time.

www.entouchwireless.com

#11567

Acceptable Use Flyer - 8.5 x 11
Acceptable Use Poster - 11 x 17

www.entouchwireless.com

Exhibit F

Terms of Service

Terms Of Service

enTouch Wireless Terms and Conditions for Communication Services

Effective as of August 9, 2016 until replaced.

Thank you for choosing enTouch Wireless powered by Boomerang Wireless ("enTouch Wireless"). These terms and conditions are part of your agreement with enTouch Wireless for Mobile Services. For the most current version of the terms and conditions, please visit our website at www.enTouchwireless.com or call Customer Service at 1.866.488.8719. The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. If you have questions about your enTouch Wireless Services, call enTouch Wireless Customer Service at 1.866.488.8719 or visit our website at www.enTouchwireless.com.

Your agreement ("Agreement") with enTouch Wireless powered by Boomerang Wireless and any of its affiliates doing business as enTouch Wireless providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to enTouch Wireless powered by Boomerang Wireless and its affiliates doing business as enTouch Wireless in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

Non-Discrimination: Company offers Lifeline, a government assistance program, on a non-discriminatory basis to any consumer who completes and submits the required Lifeline application and supporting documentation that 1) meets and maintains the eligibility requirements as defined by the Company policy and terms, federal and state rules and regulations including approval by the federal and state Lifeline Administrator(s), rules and regulation(s), as and where applicable; and 2) resides within the Company's approved service area for wireless telephone services. enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California.

Provision of Service: Your free phone or purchased digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify or are eligible under federal guidelines or the applicable state guidelines for Services. Services in some areas are managed and provided under contract with enTouch Wireless by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

Changes to Agreement: enTouch Wireless may modify this Agreement at any time by posting the revised Agreement on the website. Any changes to the Terms are effective when we publish the revised Terms of Service. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the enTouch Wireless Coverage Area by not terminating Services. You may not modify the Agreement.

Prohibited Network Use -- ACCEPTABLE USE POLICY (Unlimited Services): Services and equipment may not be used for any unlawful, fraudulent, harassing, or abusive purpose. enTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. enTouch Wireless reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend Service if any individual engages in any prohibited voice, text, or data uses detailed below, or if enTouch Wireless determines, on a case-by-case basis, that action is necessary to protect its wireless network, business, equipment, or Services from harm or degradation resulting from such prohibited uses.

- **Voice and Text Services:** enTouch Wireless provides its voice and text Services solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. You may not use enTouch Wireless voice and text Services for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, **or other connections that do not consist of** uninterrupted live dialogue between individuals. This Service may not be used in a manner that interferes with other enTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other enTouch Wireless customers. Use of more than 3,000 units within a 30-day period or less may trigger a review of the usage in accordance with this Acceptable Use Policy.
- **Data Services:** enTouch Wireless data Services are provided only for personal (i.e., non-commercial) use, which includes web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading files or online gaming. enTouch Wireless data Services may not be used for any of the following uses: (1) to generate excessive levels of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (2) to maintain continuous active network connections to the Internet, for example, through a web camera or machine-to-machine connections that do not involve active participation by a person; (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (5) for activities that adversely affect the ability of other people of system to use either enTouch Wireless' or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a enTouch Wireless handset designated for such usage); or (7) for any other reason that violates our policy of providing Service for individual use.

The prohibited uses in this section also apply to unlimited plans. Unlimited does not mean unreasonable use. If enTouch Wireless finds that you are using an unlimited voice or text Service offering for any of the prohibited uses in this section, enTouch Wireless may at its option terminate your Service or change your plan to one with no unlimited usage components. enTouch Wireless will provide notice that it intends to take any of the above actions, and will give you an opportunity to terminate the Agreement. Unlimited talk and text includes talk and text within the U.S. only.

Availability: Company provides the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network. Our voice Services provide the ability to send and receive voice-grade calls within the nationwide (domestic) operating range of the enTouch Wireless Coverage Area. There is power back-up for the underlying enTouch systems that support enTouch LifeLine wireless service as well as underlying carrier power backup systems including limitations due to power for equipment on towers or other facilities in accordance with Federal and state requirements. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your enTouch Wireless phone will not accept the services of any wireless provider other than enTouch Wireless.

Services unavailable at home: If you fail to receive a voice-grade connection, notify enTouch Customer Service. enTouch Customer Service will 1) promptly attempt to restore voice service, or if not possible, 2) provide telephone service using a different network carrier if offered by enTouch and if you agree to that change; or 3) allow you to discontinue service. No termination fees or penalties apply.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice in writing, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services and Equipment.

Charges: Eligible Lifeline subscribers will receive free airtime as part of your enTouch Wireless service. Free and purchased airtime is measured in 'units' for voice and text service. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text." Airtime is used in one-minute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. Some plans include free data usage. Data is measured in megabytes which is decremented at the rate of content downloaded/uploaded to the network. More information on data plans & usage is available through customer service by dialing 611.

For California Residents only: enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are listed at the end of the Terms of Service.

The Company does not differentiate domestic long distance telephone usage from local usage; customers utilize their minutes of use at the same rate for each type of call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Any rollover minutes associated with a plan offering expire after 60 days from the date the minutes were issued.

For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Unless noted otherwise, the following call types are provided with enTouch Services:

- **411 Directory Assistance:** Directory Assistance calls are free; there is no additional charge. Units/minutes for Directory Assistance are deducted from your available balance of units.
- **611 Company Customer Service:** The Company's handsets can reach 611 Company Customer Service regardless of units (minutes) available on your balance of units. And there is no decrement of minutes when you dial 611 from their Lifeline phone.

- **711 Relay Service: (*California only*)** For 711 calls, only the call to the 711 relay service for the deaf or speech-disabled shall not be counted against Lifeline plan minutes, while the relayed call itself may count toward applicable plan minutes.

(California only) Through its underlying carriers, Boomerang will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq.

- **911 Emergency Service:** The Company's handsets can reach 911 Emergency services regardless of units (minutes) available on your balance of units. There is no decrement of your minutes when you dial 911 from their Lifeline phone. 911 emergency services are compliant with state regulations.
- **N11 Numbers: (*California only*)** Public Safety, N11 Numbers (211, 311, 511, 711, and 811) will be supported at a local and state level. There is no additional charge. Units/minutes for N11 Numbers are deducted from your available balance of units. N11 Numbers are supported for California LifeLine customers through the offering of plans with unlimited voice minutes.
- **Operator Services:** Access to operator services for enTouch Lifeline customers is offered commensurate to its retail customers. There is no additional charge for accessing customer service and no decrement of Units/minutes for these calls.
- **Pay-Per-Call Service:** The Company does not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

- **Toll Free Numbers:** calls to Toll Free Numbers are free; there is no additional charge. Units/minutes for Toll Free Numbers are deducted from your available balance of units.

No Termination Fee or Penalty: Company does not require you to enter into a service contract, so you are not subject to termination fees or penalties.

Lifeline Activity Alerts and Other Text Messages: enTouch Wireless will use text messaging to keep in touch with you for things like:

- Balance Alerts
- Activation Status
- Product Offers
- Reload Specials


When you sign up for Lifeline Services with enTouch Wireless you are asked to OPT IN to receive these messages. You can also choose to not receive these messages. If you choose to OPT OUT of text messages, then the only text messages you will receive are the Lifeline notifications required by the FCC, such as the 30-day non-usage notice, the recertification notices, etc. The customer cannot opt out of the required FCC notifications.

If you choose to OPT IN for these messages, they will be delivered to you based on your phone usage. Outbound Usage Alerts do not decrement the consumer's plan balance. Responses to the Usage Alert short codes do not decrement the consumer's plan balance. You must use your phone every 60-days to maintain your Lifeline benefits. (See 'SERVICES, Prepaid Services' for more information on maintaining an active account.) You must also recertify annually that you are eligible for Lifeline services.

~Shortcode 9127 from your Sprint powered phone: At any time, you may stop receiving enTouch Wireless Lifeline Activity Alerts. Text **STOP** to 9127 about any message received to discontinue receiving that message.

~Shortcodes 2560 and 2561 from your Verizon powered phone: At any time, you may STOP receiving enTouch Wireless Lifeline Activity Alerts. Text **STOP** to 2560 or 2561 about any message received to discontinue receiving that message.

~ Shortcode 20954 from your AT&T powered phone: At any time, you may STOP receiving enTouch Wireless Lifeline Activity Alerts. Text **STOP** to 20954 about any message received to discontinue receiving that message.

Wireless Network Services provided by  Red Pocket
MOBILE

~Shortcode 20954 from your T-Mobile powered phone: At any time, you may STOP receiving enTouch Wireless Lifeline Activity Alerts. Text **STOP** to 20954 about any message received to discontinue receiving that message.

You can also call 866.488.8719 to OPT OUT of enTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at support@enTouchwireless.com.

Notices: You may get our current address for written notice by calling enTouch Wireless Customer Service. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling enTouch Wireless Customer Service, and (2) we may notify you by leaving a message for you on your enTouch Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Phones and Other Equipment: Phones and other equipment may be provided at no charge to you as part of the enTouch Wireless offering. Company policy is only one free device per customer in the most recent 12 month period. Phones, which are refurbished or overstocked handsets, and other equipment may also be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Refurbished phones are used phones that have been inspected, tested, and restored to full working condition at a factory or authorized service center. They may feature new housings or other new parts, or they may simply be used phones that have been tested and certified. Many of the phones distributed are refurbished phones that have been moderately used. They may show minor cosmetic imperfections or be placed in new housings. Phone is data cleared and has been fully inspected, and functionally tested. Device and accessories distributed consist of phone, battery, and wall charger.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enTouch Wireless Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00. You will need to send a money order or prepay via credit card before we reactivate or send a replacement phone. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID: Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

Pay-Per-Call Service: enTouch Wireless will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Limitation of Liability: Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of

equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;
 - any directory listing;
 - any dropped calls or inability to place or receive calls;
 - any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
 - traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
 - any late or failed message delivery;
 - any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
 - the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
 - events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
 - any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
 - your negligent or intentional act or omission.
- NO CONSEQUENTIAL OR OTHER DAMAGES: UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Neither enTouch Wireless nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Indemnification: You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This

indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

Governing law: For all states except for Minnesota:

This Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the person jurisdiction of the courts in the state of Iowa.

Governing law: For the state of Minnesota:

For services provided pursuant to the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Minnesota, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Minnesota.

For services other than those provided pursuant to the Lifeline program, equipment, and top-up cards, which are not a part of the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Iowa.

General: If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Copyright and Trademark: Trademarks, product names, and company names and logos appearing on enTouch Wireless are the property of their respective owners. Users must obtain written permission from enTouch Wireless before copying or using the owner's trademarks, product names and company names and logos.

SERVICE, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having voice call usage (inbound or outbound), by buying additional product, by responding affirmatively to our queries regarding your desire to continue to receive services. You may also elect to purchase additional services, including additional voice minutes, text plans, etc. When purchasing prepaid services, you are responsible for prepaying all charges for using the service. The balance in your prepaid account is reduced

by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

Service Limits and Coverage Maps: Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

Misuse of Lifeline Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you.

Changes to Rates and Fees: All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit www.enTouchwireless.com for current rates and information. For Customer Care, call 1.866.488.8719. To dispute charges you must notify us within 15 days of the date of the disputed call. Terms and conditions can be modified without notice; visit www.enTouchwireless.com for current terms and conditions.

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. This policy does not apply to breakage caused by customer negligence or water damage. Note that the exchange policy, including the number of days for exchange, may be changed without notice and the policy may not apply to certain products. To exchange a defective handset, please call Customer Service at 1.866.488.8719 to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the handset, in the original box with all materials and package inserts within 30 days of receiving the handset. Phones returned after 30 days will require a replacement fee of \$25.00 before the replacement phone is mailed. The replacement fee may be paid by sending a money order or prepaying via credit card. Upon enTouch Wireless' receipt of the returned product, enTouch Wireless will ship you the replacement handset. Any other disputes should be handled by Customer Service. If you do not dispute any charge on your account prior to its going inactive or within 30 days of the date of the receipt, whichever comes first, you give up your right to dispute.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact enTouch Wireless at www.enTouchwireless.com or call Customer Care by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.

~Applicable Time Frames: If disputing charges, you must notify enTouch Wireless within 15 days of the date of the disputed call. If you do not dispute any charge on your account prior to the account going inactive or within 30 days of the date of the charge or the date of receipt a replacement phone, whichever comes first, you give up your right to dispute.

~State Commission Contact: After contacting enTouch Customer Service and before proceeding to Arbitration, you may also contact the applicable state commission or state authority who are also committed to addressing customer concerns and complaints.

Arizona Corporation Commission

Phoenix Office: 1200 W. Washington St.
Phoenix, AZ 85007

- **Within Metro Phoenix:** 602-542-4251
- **Phoenix Toll Free:** 1-800-222-7000

Tucson Office: 400 W. Congress, Ste. 218
Tucson, AZ 85701

- **Within Metro Tucson:** 520-628-6550
- **Tucson Toll Free:** 1-800-535-0148
- **Link:** <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

California Public Utilities Commission

Consumer Affairs,
505 Van Ness Avenue
San Francisco, CA 94102

- **Toll Free:** 1-800-649-7570
- **Link:** http://www.cpuc.ca.gov/PUC/CEC/e_complaint/

Colorado Public Utilities Commission

Consumer Affairs,
1560 Broadway, Suite 250
Denver, Colorado 80202

- **Phone:** 303-894-2070
- **Toll Free:** 800-456-0858
- **Fax:** 303-894-2532
- **E-mail:** dora_puc_complaints@state.co.us
- **Link:** <http://www.dora.state.co.us/PUC./consumerassistance.htm>

Georgia Public Service Commission

Consumer Affairs Unit
244 Washington Street, SW
Atlanta GA, 30334-9052

- **Metro Atlanta:** 404-656-4501
- **Toll Free in Georgia (outside Metro Atlanta):** 800-282-5813
- **Fax:** 404-656-2341
- **E-mail:** gapsc@psc.state.ga.us
- **Link:** <http://www.psc.state.ga.us/contactinfo.asp>

Indiana Utility Regulatory Commission

Consumer Affairs Division
PNC Center, Suite 1500 East
101 W. Washington Street
Indianapolis, IN 46204

- **Toll Free:** 800.851.4268 (in Indiana only)
- **Phone:** 317.232.2712
- **Link:** <http://www.in.gov/iurc/>

Kansas Corporation Commission,

Office of Public Affairs and Consumer Protection,
1500 SW Arrowhead Road,
Topeka, KS 66604

- **in Topeka:** (785) 271-3140
- **Toll Free:** (800) 662-0027
- **Hearing or speech impaired at TDD Kansas Relay Center:** (800) 766-3777
- **Link:** <http://www.kcc.state.ks.us/pi/index.htm>

Minnesota Public Utilities Commission

121 7th Place E., Suite 350
Saint Paul, MN 55101-2147

- **Consumer Assistance:** 651.296.0406
- **Administration:** 651.296.7124
- **Toll Free:** 800.657.3782
- **Fax:** 651.297.7073
- **Link:** <http://www.puc.state.mn.us/puc/consumers/index.html>

Mississippi Public Service Commission

P.O. Box 1174
Jackson, MS 39215-1174

- **Phone:** 601.961.5469
- **Link:** www.mpus.ms.gov

Oklahoma Corporation Commission

P.O. Box 52000
Oklahoma City, OK 73152-2000

- **Local:** 405.521.2331
- **Toll Free:** 800.522.8154

Oregon Public Utility Commission

Consumer Services Section

P.O. Box 1088

Salem, OR 97308-1088

- **Toll Free:** 1.800.522.2404
- **TTY:** 1.800.648.3458
- **Link:** http://www.puc.state.or.us/Pages/contact_us.aspx

Washington State Office of the Attorney General,

Consumer Protection,

800 5th Ave. Suite 2000,

Seattle, WA 98104-3188

- **Toll Free:** 800.551.4636 (in Washington only)
- **Phone:** 206.464.6684
- **Washington State Relay Service for the Hearing impaired:** 800.833.6388
- **Link:** <http://www.atg.wa.gov>

Arbitration: Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered by the American Arbitration Association in Des Moines, Iowa. Information regarding this procedure may be found at www.adr.org. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.

You maintain your right to file a complaint with the applicable state commission regarding the service provided and/or charges imposed by enTouch Wireless. Nothing in this paragraph or this agreement in any way eliminates or abridges that right. Please see 'Concerns, Complaints or Disputes' for more information before proceeding to Arbitration.

Georgia Residents: Arbitration is the method for settling any dispute unless otherwise agreed to by both parties. Arbitration will be held in Georgia unless otherwise agreed to by the parties.

No Warranties by enTouch Wireless: ENTOUCH WIRELESS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTOUCH WIRELESS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

Termination of Access: enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful to individual users, enTouch Wireless or any of its affiliates, or any rights of enTouch Wireless or any third party, or to violate applicable laws.

California LifeLine Plans: (*California only*) enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are:

- **1100 FREE Monthly Minute Plan (California LifeLine):** This plan offers 1100 minutes/units per month for voice and text. LifeLine free minutes are automatically posted each month on the LifeLine customer's service date. There is no roll over of minutes/units. Consumers may choose to supplement their plan with additional units (voice, text or data) or upgrade to the Unlimited Plans at any time in local retail outlets or by calling enTouch Wireless Customer Service. (This offering meets the California unbundled offering requirement.) Voice or data may be added with Airfair top-up cards.
 - \$5 for 250 voice/message units
 - \$10 for 250 voice/message units, plus 750 MB data
 - \$20 for unlimited voice/messages, plus 1.0 GB data
 - \$30 for unlimited voice/messages, plus 1.5 GB data
 - \$50 for unlimited voice/messages, plus 4.5 GM data(Airfair top-up cards are not Lifeline or California LifeLine products, but are available to all subscribers. Airfair top up prices shown are standard retail prices.)
- **Unlimited Voice & Text Plan (California LifeLine):** This plan offers unlimited minutes/units per month for voice and text plus 100 MB of data. The Unlimited Voice & Text Plan can be purchased at local retail outlets or by calling Customer Service by dialing 611. This plan is effective for 30-days with no roll over of minutes/units from the date the plan is loaded on your enTouch phone, which may differ from your LifeLine customer's service date.) Data may be added with Airfair top-up cards.
 - \$5 for 250 MB
 - \$10 for 750 MB data
 - \$20 for 1.0 GB data
 - \$30 for 1.5 GB data
 - \$50 for 4.5 GM data

(Airfair top-up cards are not Lifeline or California LifeLine products, but are available to all subscribers. Airfair top up prices shown are standard retail prices.)

Plan includes handset (not to exceed one free phone per customer per continuous 12 month period). Customer may, instead, use the customer's own handset for one-time "Bring-Your-Own Device ("BYOD") fee of \$15. This fee includes SIM card, plus three consecutive months of 250 MB data in addition to data included in plan. BYOD customer may purchase 250 MB data package for each subsequent consecutive three-month period for

\$5. BYOD California LifeLine customer who subscribe to the Unlimited Voice & Text Plan on BYOD basis will receive a \$10 Company-funded discount off price for Airfair top-ups having a standard retail value of \$20 or more.

Initial Phone Activation Fee: Boomerang will charge an Initial Phone Activation Fee for the processing of the initial application paperwork and initial phone activation of \$39.00 for California LifeLine recipients.* A Phone Activation Fee of \$39.00 will be charged for California non-LifeLine consumers choosing Boomerang service. The fee does not apply to phone upgrades or replacements.

- * If the customer is approved for California LifeLine, the California Lifeline participant may be eligible for a waiver. The waiver is funded by the California LifeLine program and is available for no more than a total of two wireless service activations (whether with the Company or any other wireless service provider) per household per continuous twelve-month period. Eligibility for a waiver is subject to confirmation of eligibility by the California LifeLine program administrator.

Boomerang offers only pre-paid service with no overage fees.

Exhibit G

Affected Tribal Government and Regulatory Agencies

Exhibit F
Boomerang Wireless
Idaho

Exhibit G
Page 1 of 1

| State | Federally Recognized Tribe | Zip Code(s) |
|-------|---|---|
| ID | Coeur D'Alene Tribe | 83810, 83824, 83842, 83851, 83861, 83870, 83876 |
| ID | Kootenai Tribe of Idaho | 83805 |
| ID | Nez Perce Tribe | 83501, 83520, 83522, 83523, 83524, 83526, 83530, 83533, 83535, 83536, 83537, 83539, 83541, 83543, 83544, 83545, 83548, 83552, 83553, 83555, 85340 |
| ID | Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho | 83201, 83202, 83203, 83204, 83212, 83245 |